



**AGENDA**  
**CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY**  
**JOINT REGULAR MEETING**  
**STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA**  
**TUESDAY, SEPTEMBER 11, 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: 1

**4B. PUBLIC EMPLOYEE APPOINTMENT**  
(Pursuant to Government Code Section 54957)

Title: City Manager

**4C. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
(Pursuant to Government Code Section 54957.6)

Title: City Manager

**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**

- Presentation by Assemblywoman Sharon Quirk-Silva regarding a report on the State of the 65<sup>th</sup> Assembly District.

## **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 August 9, 2018, August 15, 2018, August 23, 2018, August 28, 2018, and September 6, 2018, in the amount of \$4,780,681.19.

#### **9C. JULY 2018 INVESTMENT REPORT**

The Investment Report as of July 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 July 2018.

#### **9D. JULY 2018 INVESTMENT REPORT (SUCCESSOR AGENCY)**

The Investment Report as of July 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 July 2018.

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

The Investment Report as of July 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 July 2018.

#### **9F. RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL**

The attached Resolution makes changes to the Position Classification Manual by adding the job classifications of Permit Technician, Economic Development Specialist and deleting the job classification of Economic Development Coordinator.

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

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making; and
2. Adopt Resolution No. 2018-38 amending the Position Classification Manual, entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, AMENDING THE POSITION CLASSIFICATION MANUAL".**

**9G. AWARD OF CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE FY 18/19 RESIDENTIAL AND ARTERIAL STREETS REHABILITATION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

For the previous street rehabilitation project in FY 17/18, NV5 was found to be the most qualified inspection firm. During this project they performed at a very high level and exceeded staff's expectations. Based on this previous selection process which was based on their qualifications and their outstanding performance, staff recommends awarding the inspection services for the FY 18/19 Residential and Arterial Streets Rehabilitation Project to NV5. The cost for completing these services is a maximum of \$31,360.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
2. Award a contract for professional construction engineering services to NV5 to provide construction engineering services for a maximum contract amount of \$31,360; and
3. Authorize the City Manager to bind the City of Stanton and NV5 in a contract to provide professional construction engineering services.

**9H. AWARD OF CONSTRUCTION CONTRACT FOR THE FY 18/19 RESIDENTIAL AND ARTERIAL STREETS REHABILITATION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

The seven bids for the FY 18/19 Residential and Arterial Streets Rehabilitation Project were opened on August 8, 2018. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by The R.J. Noble Company to be the lowest responsible and responsive bid.

The construction cost for the FY 18/19 Residential and Arterial Streets Rehabilitation Project is estimated at \$1,230,020.00, which includes a contingency.

**RECOMMENDED ACTION:**

1. City Council declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Approve the plans and specifications for the FY 18/19 Residential and Arterial Streets Rehabilitation Project; and

3. Award a construction contract for FY 18/19 Residential and Arterial Streets Rehabilitation Project to the lowest responsible and responsive bidder, The R.J. Noble Company, for the amount of \$1,088,600.00; and
4. Authorize the City Manager to bind the City of Stanton and The R.J. Noble Company in a contract for the construction of the FY 18/19 Residential and Arterial Streets Rehabilitation Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

**9I. CARRYOVER PURCHASE ORDERS FROM FY 2017-18 TO FY 2018-19**

At each fiscal year end, City staff reviews remaining unspent budget appropriations at the end of the year to determine if any encumbered purchase orders should be carried forward from one fiscal year to the next. This report requests the carryover of 15 open purchase orders from FY 2017/18 to FY 2018/19, totaling \$711,749.01.

**RECOMMENDED ACTION:**

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a director reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly; and
2. Adopt Resolution No. 2018-39 approving the carryover of certain purchase orders from fiscal year 2017/18 to fiscal year 2018/19; entitled:

**"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CARRYOVER OF CERTAIN APPROPRIATIONS FROM FY 2017/18 TO FY 2018/19".**

**END OF CONSENT CALENDAR**

## **10. PUBLIC HEARINGS**

### **10A. RESOLUTION 2018-37 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON VACATING THE ALLEY BETWEEN 8031/8051 MAIN STREET AND 10581 CHESTNUT AVENUE**

Mr. Allen Othman of USS Cal Builders has requested that the City vacate the alley between 8031/8051 Main Street and 10581 Chestnut Avenue. As required by the California Streets and Highways Code, the Planning Commission has found that the proposed vacation is consistent with the General Plan. Also as required by the Code, on August 14, 2018 the City Council to adopted Resolution 2018-36 indicating their intention to vacate the alley and setting September 11, 2018 as the date for a public hearing to publicly consider the alley vacation and directing City staff to post and publish the statutorily required notices.

#### **RECOMMENDED ACTION:**

1. City Council conduct a public hearing; and
2. Declare that the project is categorically exempt per California Environmental Quality Act, Public Resource Code Section 15301 (Existing Facilities) and Section 15305 (Minor Alterations in Land Use Limitations); and
3. Receive testimony from the public and determine whether to adopt Resolution No. 2018-37 vacating the alley between 8031/8051 Main Street and 10581 Chestnut Avenue, entitled:

**“A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, VACATING A PORTION OF A PUBLIC ALLEY LOCATED BETWEEN 8031/8051 MAIN STREET AND 10581 CHESTNUT AVENUE, PURSUANT TO STREETS AND HIGHWAYS CODE SECTIONS 8300 ET SEQ., AND DETERMINING THAT SUCH VACATION IS CONSISTENT WITH THE CITY’S GENERAL PLAN”.**

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

**11. UNFINISHED BUSINESS          None.**

**12. NEW BUSINESS**

**12A. AGREEMENT RETAINING ROBERT W. HALL AS INTERIM CITY MANAGER**

Pursuant to City Council direction given at the special City Council meeting on September 5, 2018, the City Attorney's office has prepared a professional services agreement retaining Robert W. Hall as Interim City Manager.

**RECOMMENDED ACTION:**

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve Budget Adjustment No. 2019-01 to appropriate \$90,960 to the City Manager Professional Services account in the General Fund for this contract; and
3. Authorize the Mayor to sign a Professional Services Agreement for Management Consulting with Robert W. Hall as Interim City Manager.



## **12B. COUNCIL APPOINTMENT TO FILL ONE VACANCY ON THE STANTON PLANNING COMMISSION FOR TERM COINCIDING WITH THE COUNCIL ELECTION**

The Council Member holding the seat corresponding to that numbered seat on the Stanton Planning Commission shall be responsible for appointment of one Commissioner (who shall be a qualified elector of the City), with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position. Section 2.06.030 also provides that the City Council, by majority vote, may waive to the requirement interview persons previously appointed by the City Council and who are requesting re-appointment to another term.

### **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. Conduct an interview with each applicant; and
3. Make an appointment to fill Seat #5 (Council Member Ethans) on the Stanton Planning Commission.

## **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 6<sup>th</sup> day of September, 2018.

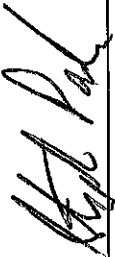
s/ Patricia A. Vazquez, City Clerk/Secretary

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**CITY OF STANTON  
ACCOUNTS PAYABLE REGISTER**

August 9, 2018	\$83,352.15
August 15, 2018	\$675,702.79
August 23, 2018	\$397,909.63
August 28, 2018	\$291,737.59
September 6, 2018	\$3,331,979.03
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">\$4,780,681.19</div>

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

  
\_\_\_\_\_  
Acting 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:** September 11, 2018

**SUBJECT: JULY 2018 INVESTMENT REPORT**

### **REPORT IN BRIEF:**

The Investment Report as of July 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 July 2018.

### **BACKGROUND:**

The attached reports summarize the City investments and deposit balances as of July 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 July 2018 was 1.94%. 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 and the City's deposit in the Bank of the West money market account, the weighted investment yield of the portfolio is 2.00%, which exceeds the benchmark LAIF return of 1.94%.

The weighted average maturity of the City's investments on July 2018 is 909 days. Including LAIF and a money market account, it is 824 days. LAIF's average maturity on July 31, 2018 was approximately 194 days.

The City has exceeded the LAIF benchmark return by increasing the weighted average maturity. With a weighted average maturity of 2.26 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 2018-19 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 \$27.2 million portfolio with \$24.1 million in investments with safekeeping with Bank of the West.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

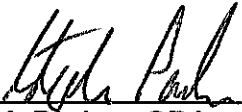
Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved:

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

  
\_\_\_\_\_  
Stephen M. Parker, CPA  
Acting 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**  
**July 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	1.94%	\$ 7,559,805	\$ 2,947,512	10.81%	\$ 2,947,513	LAIF
Investments <sup>2</sup>	Various	Various	Various	\$ 24,648,379	24,138,352	88.51%	24,126,952	Bank of the West
Money Market Account	Bank of the West	On Demand	0.29%	\$186,323	186,323	0.68%	186,323	Bank of the West
Subtotal - Investments					\$ 27,272,187	100.00%	\$ 27,260,788	
Demand Deposits/Main Checking - City portion	Bank of the West	On Demand	N/A	N/A	\$ 297,061		\$ 297,061	Bank of the West
Imprest Accs & Petty Cash	Bank of the West	On Demand	N/A	N/A	81,125		81,125	Bank of the West
Subtotal - Deposits					\$ 378,186		\$ 378,186	

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

824	2.00%
Weighted Average Maturity (days)	Weighted Average Yield

**\$ 27,638,974**

**\$ 27,650,373**

<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  
JULY 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
U.S. Government Agency Securities:											
Chandler Asset Management	FNMA	3135G0E58	1.20%	1.13%	100.42	9/30/2015	10/19/2018	NC	195,000	195,014	194,583
Chandler Asset Management	FNMA	3135G0G72	1.17%	1.13%	99.39	10/30/2015	12/14/2018	NC	195,000	194,709	194,265
Chandler Asset Management	FHLMC	3133782M2	1.16%	1.50%	101.23	02/01/16	03/08/19	NC	185,000	186,930	184,153
Chandler Asset Management	FFCB	3133EGCA1	1.06%	1.06%	100.01	10/25/16	06/03/19	NC	200,000	200,010	197,626
Chandler Asset Management	FHLMC	3137EADM8	1.25%	1.25%	99.15	08/31/15	10/02/19	NC	190,000	188,394	187,188
Chandler Asset Management	FHLMC	3130AQR2	1.65%	2.38%	103.07	11/23/15	12/13/19	NC	200,000	205,698	199,344
Chandler Asset Management	FNMA	3135G0D75	1.27%	1.50%	100.90	2/24/2016	6/22/2020	NC	200,000	201,962	195,664
Chandler Asset Management	FNMA	3135G0F73	1.50%	1.50%	100.36	12/01/2016	11/30/2020	NC	190,000	190,035	184,615
Chandler Asset Management	FNMA	3130A3U05	1.49%	1.88%	102.18	2/1/2016	12/11/2020	NC	185,000	188,349	181,082
Chandler Asset Management	FNMA	3135G0H55	1.50%	1.88%	102.11	12/01/2016	12/28/2020	NC	190,000	193,396	186,044
Chandler Asset Management	FHLMC	3130A7C35	1.46%	1.38%	99.77	02/17/16	02/18/21	NC	210,000	209,166	202,868
Chandler Asset Management	FNMA	3135G0J20	1.31%	1.38%	100.01	4/12/2016	2/26/2021	NC	200,000	200,630	193,024
Chandler Asset Management	FHLMC	313382K69	1.53%	1.75%	101.72	03/23/16	03/12/21	NC	190,000	192,005	184,938
Chandler Asset Management	FHLMC	3130A7P1	1.33%	1.38%	99.80	04/12/16	04/05/21	NC	200,000	200,432	192,832
Chandler Asset Management	FNMA	3135G0K69	1.23%	1.25%	98.75	8/15/2016	5/6/2021	NC	200,000	200,168	191,982
Chandler Asset Management	FHLMC	3130A8Q55	1.28%	1.13%	99.05	08/09/16	07/14/21	NC	190,000	188,596	181,106
Chandler Asset Management	FHLMC	3137EAC9	1.24%	1.13%	98.96	08/12/16	08/12/21	NC	200,000	198,898	190,226
Chandler Asset Management	FHLMC	3130AABG2	1.97%	1.88%	99.36	11/30/16	11/29/21	NC	100,000	98,536	96,948
Chandler Asset Management	FNMA	3135G0T45	1.89%	1.88%	99.78	4/20/2017	4/5/2022	NC	200,000	199,830	192,934
Multi-Bank Securities, Inc.	FHLMC	3130AC2X1	1.75%	1.75%	100.00	8/23/2017	8/23/2022	8/23/2018	500,000	500,000	491,355
Multi-Bank Securities, Inc.	FHLMC	3130AC7K4	1.75%	1.75%	100.00	8/22/2017	9/15/2022	9/15/2018	500,000	500,000	490,450
Multi-Bank Securities, Inc.	FHLMC	3130ADKP6	2.10%	2.10%	100.00	2/28/2018	2/28/2023	2/28/2019	500,000	500,000	498,470
First Empire Securities	FHLMC	3130ADLH3	2.00%	2.00%	100.00	2/28/2018	2/28/2023	8/28/2018	500,000	500,000	499,805
									5,620,000	5,633,746	5,511,502
Municipal Bonds											
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	1,004,548
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.23%	2.81%	100.63	11/14/2017	7/1/2019	NC	89,040	89,604	86,971
Multi-Bank Securities, Inc.	California Earthquake Auth Rev	13017HAE6	2.43%	2.81%	100.40	11/22/2017	7/1/2019	NC	537,800	539,750	537,186
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZF7	2.04%	2.30%	100.75	7/24/2017	8/1/2020	NC	250,000	251,875	246,060
First Empire Securities	Coahuella Valley CA Unif School District	189849KY7	2.25%	2.89%	101.65	11/17/2017	8/1/2020	NC	440,000	447,260	435,160
Cantella & Co., Inc	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	243,815
Multi-Bank Securities, Inc.	Banning CA RDA SA TAB	066616AD5	2.02%	1.90%	99.66	9/28/2017	9/1/2020	NC	250,000	249,150	243,815
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	488,410
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	362,625	341,702
Multi-Bank Securities, Inc.	CA ST Housing Finance Agency RDA	13034PZH3	2.22%	2.51%	101.09	8/18/2017	9/1/2021	NC	255,000	257,777	248,954
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	218,417
Cantella & Co., Inc	Oceanside CA Pension Obligation Bond Taxable	675371AX6	2.03%	3.25%	104.65	8/15/2017	8/15/2021	NC	280,000	283,013	280,840
Cantella & Co., Inc	LA County CA RDA TAB Taxable West Covina	54465AHP0	2.08%	2.50%	101.67	6/26/2017	9/1/2021	NC	400,000	406,684	392,792
Cantella & Co., Inc	Yorba Linda RDA SA TAB Taxable Series B	986178AQ8	2.00%	2.00%	100.00	8/15/2017	9/1/2021	NC	360,000	360,000	348,473
First Empire Securities	Riverside CA Pension Obligation Bond	769038BB9	2.25%	2.50%	101.16	6/20/2017	6/1/2022	NC	500,000	505,800	485,880
First Empire Securities	Riverside CA Pension Obligation Bond	769038BB9	2.40%	2.50%	100.45	7/24/2017	6/1/2022	NC	240,000	241,080	233,222
									5,931,640	5,976,980	5,838,244
Negotiable Certificates of Deposit:											
Multi-Bank Securities, Inc.	Generations Community Fed Credit	37148LAB4	1.65%	1.85%	100.00	6/28/2017	6/28/2019	NC	249,000	249,000	247,489
Multi-Bank Securities, Inc.	Direct Federal Credit Union	25460FAQ9	1.75%	1.75%	100.00	05/24/17	2/24/2020	NC	249,000	249,000	245,658
First Empire Securities	Mercantile Bank, NA	58733AEJ4	1.90%	1.90%	100.00	08/15/17	3/2/2020	NC	247,000	247,000	244,197
First Empire Securities	Ally Bank	02006LY72	1.75%	1.75%	100.00	03/16/17	3/16/2020	NC	248,000	248,000	244,468
Cantella & Co., Inc	Webbank	947547JN6	1.85%	1.85%	100.00	03/30/17	3/30/2020	9/30/2018	249,000	249,000	245,708
Multi-Bank Securities, Inc.	Live Oak Banking Company	538036CN2	2.00%	2.00%	100.00	04/07/17	4/7/2020	NC	249,000	249,000	245,429
Cantella & Co., Inc	Community Trust Bank Inc.	20416LAC3	1.85%	1.85%	100.00	08/10/17	8/18/2020	NC	247,000	247,000	242,332
Multi-Bank Securities, Inc.	The Park National Bank	319267GC8	1.95%	1.95%	100.00	03/30/17	9/30/2020	NC	249,000	249,000	244,406
First Empire Securities	First Bank Richmond	67054NAF0	2.00%	2.00%	100.00	06/23/17	11/23/2020	NC	247,000	247,000	241,158
Multi-Bank Securities, Inc.	Numerica Credit Union	706654AY2	1.80%	1.90%	100.00	05/30/17	11/30/2020	NC	249,000	249,000	244,162
Multi-Bank Securities, Inc.	BMW Bank	05580AGQ1	2.00%	1.95%	100.00	03/10/17	3/10/2021	NC	248,000	248,000	242,013
First Empire Securities	Wells Fargo Bank NA	949763FQ4	2.10%	2.10%	100.00	03/15/17	3/15/2021	NC	249,000	249,000	243,858
First Empire Securities	Landmark Bank	51506VCA9	2.10%	2.10%	100.00	03/29/17	3/29/2021	9/29/2018	248,000	248,000	242,772
First Empire Securities	Medallion Bank	58403B6F8	1.80%	1.80%	100.00	04/06/17	4/6/2021	NC	249,000	249,000	243,031
Cantella & Co., Inc	Comenity Capital Bank	20033AU00	2.00%	2.00%	100.00	6/30/2017	6/30/2021	NC	249,000	249,000	242,217



**CITY OF STANTON  
INVESTMENTS  
JULY 2018**

**Attachment B**

Investment Type/ Broker	Institution	CUSIP Number	Purchase Yield	Coupon Rate	Purchase Price	Settlement/ Date Purchased	Date of Maturity	Next Call	Par Value	Purchase Amount	Current Market Value
								Date (NC=noncallable)			
First Empire Securities Cantella & Co., Inc	Discover Bank	2546725D6	2.10%	2.10%	100.00	7/6/2017	7/6/2021	NC	247,000	247,000	240,924
First Empire Securities	Barclays Bank	067404KK0	2.00%	2.00%	100.00	7/12/2017	7/12/2021	NC	247,000	247,000	240,173
First Empire Securities	Abacus Federal Savings Bank	002577AY2	1.95%	1.95%	100.00	7/12/2017	7/12/2021	NC	249,000	249,000	241,655
Cantella & Co., Inc	MB Financial Bank	55266CVM3	1.90%	1.90%	100.00	7/12/2017	7/12/2021	NC	249,000	249,000	241,301
First Empire Securities	HSCB Bank USA, NA	40434YMK0	2.15%	2.15%	100.00	7/26/2017	7/26/2021	1/26/2019	247,000	247,000	241,102
First Empire Securities	Third Federal Savings and Loan	88413QB87	2.00%	2.00%	100.00	7/28/2017	7/28/2021	NC	248,000	248,000	240,989
Multi-Bank Securities, Inc.	State Bank of India	8562846V1	2.35%	2.35%	100.00	03/14/17	3/14/2022	NC	248,000	248,000	241,788
Multi-Bank Securities, Inc.	Capital One Bank USA	140420Z52	2.35%	2.35%	100.00	03/15/17	3/15/2022	NC	248,000	248,000	241,780
Cantella & Co., Inc	JP Morgan Chase Bank NA	48126XD93	2.35%	2.35%	100.00	03/16/17	3/16/2022	9/16/2018	249,000	249,000	242,723
First Empire Securities	BMO Harris, NA	05581WNN7	2.00%	Variable	100.00	03/29/17	3/29/2022	9/29/2018	248,000	248,000	242,880
Cantella & Co., Inc	Synchrony Bank	87165EL96	2.40%	2.40%	100.00	05/19/17	5/19/2022	NC	247,000	247,000	240,721
First Empire Securities	American Eagle Bank	02554BCN9	2.10%	2.10%	100.00	06/09/17	5/23/2022	NC	150,000	150,000	144,539
First Empire Securities	First Bank of Highland Park	319141GL5	2.10%	2.10%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	237,767
Cantella & Co., Inc	Goldman Sachs Bank USA	38148PKX4	2.35%	2.35%	100.00	6/21/2017	6/21/2022	NC	247,000	247,000	240,017
Cantella & Co., Inc	Capital One NA	14042RGN6	2.30%	2.30%	100.00	7/19/2017	7/19/2022	NC	248,000	248,000	239,323
Multi-Bank Securities, Inc.	Salina Mae Bank	795450B61	2.30%	2.30%	100.00	7/27/2017	8/2/2022	NC	248,000	248,000	240,190
Cantella & Co., Inc	American Express Centurion Bank	02587DV47	2.35%	2.35%	100.00	8/3/2017	8/8/2022	NC	247,000	247,000	237,414
First Empire Securities	Fidelity Co-Operative Bank	316077CV6	1.90%	1.70%	99.60	8/4/2017	8/9/2022	8/9/2018	249,000	248,004	240,644
First Empire Securities	American Express Bank, FSB	02587CFU9	2.40%	2.40%	100.00	8/22/2017	8/29/2022	NC	247,000	247,000	237,772
									8,336,000	8,334,004	8,132,701
Medium-Term Corporate Notes:											
Chandler Asset Management	Praxair Inc	74005PBH6	1.21%	1.25%	100.08	10/03/16	11/07/18	NC	125,000	125,100	124,536
Chandler Asset Management	Apple Inc	037833BQ2	1.71%	1.01%	100.87	02/16/16	02/22/19	NC	115,000	114,980	114,601
Chandler Asset Management	Bank of New York	06406HCU1	1.85%	2.20%	100.56	02/01/16	05/15/19	4/15/2019	115,000	116,290	114,848
Chandler Asset Management	Toyota Motor Credit Corp	89236TDE2	1.45%	1.40%	99.88	05/17/16	05/20/19	NC	125,000	124,825	123,680
Chandler Asset Management	Berkshire Hathaway	084664CK5	1.33%	1.30%	99.96	08/08/16	08/15/19	NC	55,000	54,947	54,197
Chandler Asset Management	Oracle Corp	68389AXX3	1.28%	2.25%	103.16	08/11/16	10/08/19	NC	125,000	128,744	124,494
Cantella & Co., Inc	89114QBUI	2.00%	1.90%	99.82	12/15/17	10/24/19	NC	250,000	249,543	247,153	
Cantella & Co., Inc	Toronto-Dominion Bank	06744GFU0	2.00%	2.00%	100.00	08/11/17	08/25/20	8/25/2018	500,000	500,000	494,030
Chandler Asset Management	Barclays Bank PLC	02665WAZ4	2.05%	2.45%	101.22	04/20/17	09/24/20	NC	125,000	126,651	123,313
Chandler Asset Management	American Honda Finance	92826CA88	1.49%	2.20%	102.56	09/01/16	12/14/20	NC	150,000	154,404	147,494
Chandler Asset Management	Visa Inc	30231GAV4	2.18%	2.22%	101.77	02/29/16	03/01/21	2/1/2021	125,000	126,465	122,863
Chandler Asset Management	Exxon Mobil Corp	084670BQ0	1.54%	2.20%	102.76	08/16/16	03/15/21	2/15/2021	100,000	102,896	98,267
Chandler Asset Management	Berkshire Hathaway	857477AV5	1.99%	1.95%	99.49	05/23/16	06/19/21	NC	125,000	124,784	121,056
Chandler Asset Management	State St Corp	594918BP8	1.58%	1.55%	99.87	08/08/16	08/08/21	7/8/2021	85,000	84,899	81,626
Chandler Asset Management	Microsoft Corp	69371RN44	1.88%	1.65%	99.59	08/11/16	08/11/21	NC	125,000	124,810	119,294
Chandler Asset Management	Paccar Financial Corp	24422ETL3	2.66%	2.65%	100.26	01/03/17	01/06/22	NC	130,000	129,964	128,128
Chandler Asset Management	John Deere Capital Corp	91159HHP8	2.66%	2.63%	100.37	01/19/17	01/24/22	NC	125,000	125,657	122,126
Chandler Asset Management	US Bancorp	03783AY6	2.10%	2.15%	100.20	10/23/17	02/09/22	NC	500,000	501,000	484,975
First Empire Securities	Apple Inc	14020A2A1	2.50%	2.50%	100.00	10/23/17	10/15/22	NC	500,000	500,000	481,365
Multi-Bank Securities, Inc.	Capital Impact Partners	36926GS8	3.11%	3.10%	99.95	01/25/18	01/09/23	NC	250,000	249,875	245,230
Cantella & Co., Inc	General Electric Co.	89236TEL5	2.78%	2.70%	99.63	01/25/18	02/09/22	NC	250,000	249,075	242,798
First Empire Securities	Toyota Motor Credit Corp	06744CRP8	3.00%	3.00%	100.00	01/26/18	01/26/23	1/26/2020	250,000	250,000	239,083
First Empire Securities	Barclays Bank PLC										
									4,250,000	4,264,908	4,154,964
Mortgage-Backed Security:											
First Empire Securities	FNMA DUS Balloon	31381F4Y1	2.030%	1.620%	98.40	8/18/2017	11/1/2021		483,753	476,013	461,607
									483,753	476,013	461,607
Asset-Backed Securities:											
Chandler Asset Management	John Deere Owner Trust	47787XAB3	1.51%	1.50%	99.98	02/22/17	10/15/19	NC	12,283	12,283	12,267
Chandler Asset Management	Nissan Auto Receivables	654747AB0	1.48%	1.47%	100.00	03/21/17	01/15/20	NC	15,702	15,702	15,666
									27,986	27,986	27,933

CITY OF STANTON  
INVESTMENTS  
JULY 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
Subtotal Investments Prior Year Adjustment GASB 31 Investments Held With Bank of the West			1.97% Weighted Average Yield				911 WAM	days	24,648,379	24,713,637 (575,285)	24,126,952
			1.96% 0.29%				8/1/2018		24,648,379	24,138,362	24,126,952
State Treasurer's Pool Money Market Acct	Local Agency Investment Fund (LAIF) Bank of the West						8/1/2018		7,559,805 186,323	2,947,512 186,323	2,947,513 186,323
Total Investments											
Total Money Market, LAIF and Investments			2.00% Weighted Average Yield	incl LAIF, Investments and money market			825 WAM	days	32,394,507	27,272,187	27,260,788

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

<b>Fund Type</b>	<b>Cash and Investments</b>	<b>Totals</b>
<b>General Fund:</b>		
Pooled	\$ (7,593,939)	
Other Accounts *	24,405,800	\$ 16,811,861
<b>Special Revenue, Capital Projects and Enterprise Funds:</b>		
Gas Tax	790,795	
Measure M	690,790	
Fire Emergency Services	(143,905)	
Lighting & Median Maint.	1,817,923	
Sewer Maintenance	3,792,293	
Other	2,233,791	9,364,723
<b>Internal Service Funds</b>		<b>1,339,425</b>
<b>Trust Funds</b>		<b>134,364</b>
<b>Total Cash and Investment Balances</b>		<b>\$ 27,650,373</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:** September 11, 2018

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

### **REPORT IN BRIEF:**

The Investment Report as of July 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 July 2018.

### **BACKGROUND:**

The attached reports summarize the Successor Agency investments and deposit balances as of July 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 July 2018 was 1.94%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.24%, which is below the benchmark LAIF return of 1.94%, 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 July 31, 2018 is 1 day. LAIF's average maturity at July 31, 2018 is approximately 194 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2018-19 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:

Approved:

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

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

**Attachments:**

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

**SUCCESSOR AGENCY TO THE STANTON REDEVELOPMENT AGENCY  
INVESTMENTS AND DEPOSITS  
July 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	1.94%	\$ 3,874,620	\$ 3,874,620	\$ 3,870,908	LAIF
California Asset Management Plan	PFM Asset Management	PFM	On Demand	2.11%	\$ 3,021,361	\$ 3,021,361	\$ 3,021,361	PFM
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	390,498	390,498	390,498	Bank of the West
Clawback - Demand Deposits/Money Market Account	Bank of the West	Bank of the West	On Demand	N/A	3,304,699	3,304,699	3,304,699	Bank of the West

Total Cash Investments and Deposits

**\$ 10,591,178    \$ 10,587,466**

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%	\$7,697.02	\$7,697.02	\$7,697.02	US Bank
Special Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$18.47	\$18.47	\$18.47	US Bank
Reserve Account:									
Cash Equivalent	LAIF	US Bank	99LA009W8	On Demand	1.94%	\$1,140,409.72	\$1,140,409.72	\$1,140,409.72	US Bank

Total 2010 Tax Allocation Bonds (Tax-Exempt)

\$1,148,135    \$1,148,135

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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<b>2016 Series A and B</b>									
Debt Service Fund									
Cash Equivalents	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$825,209.75	\$825,209.75	\$825,209.75	US Bank
Principle Account					0.83				
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$485,100.15	\$485,100.15	\$485,100.15	US Bank
Interest Account									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$2.60	\$2.60	\$2.60	US Bank

Total 2016 Series A and B \$ 1,310,313 \$1,310,312.50

Investment Type	Institution	Issuer/ Broker	CUSIP Number	Date of Maturity	Interest Rate	Par Value	Cost	Market Value	MV Source
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<b>2016 Series C and D</b>									
Debt Service Fund:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$13.99	\$13.99	\$13.99	US Bank
Interest Account:									
Cash Equivalent	US Bank Money Market	US Bank	9AMMF05B2	On Demand	0.02%	\$37.23	\$37.23	\$37.23	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

Total 2016 Series C and D \$ 65 \$65.36

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

\$2,458,513	\$2,458,513
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#### 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  
July 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	7,528,599
720 Low and Moderate Income Housing Fund	-
721 Housing Successor Fund	-
730 Community Redevelopment Administration Fund	-
731 Successor Agency Admin Fund	(248,485)
740 Redevelopment Project Fund	-
741 Successor Agency Project Fund	6,365
741 Cash DDR Clawback	3,304,699

**TOTAL CASH BALANCE****\$ 10,591,178**



# **CITY OF STANTON**

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

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

**DATE:** September 11, 2018

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

### **REPORT IN BRIEF:**

The Investment Report as of July 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 July 2018.

### **BACKGROUND:**

The attached reports summarize the Stanton Housing Authority investments and deposit balances as of July 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 July 2018 was 1.94%.

The Agency's investments are shown on Attachment A and have a weighted investment yield of 1.94%, 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 July 31, 2018 is 1 day. LAIF's average maturity at July 31, 2018 is approximately 194 days.

**FISCAL IMPACT:**

All deposits and investments have been made in accordance with the City's 2018-19 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:**

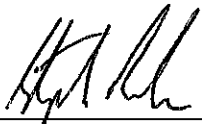
Through the agenda posting process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

4. Ensure Fiscal Stability and Efficiency in Governance

Prepared by:

Approved:



Stephen M. Parker, CPA  
Assistant Executive Director



Stephen M. Parker, CPA  
Acting City Manager

**Attachments:**

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

**STANTON HOUSING AUTHORITY  
INVESTMENTS AND DEPOSITS  
July 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	1.94%	\$ 737,673	\$ 737,673	\$ 737,875	LAIF
Imprest Account - SA portion	Bank of the West	Bank of the West	On Demand	N/A	\$ 74,345	74,345	74,345	Bank of the West
State Treasurer's Pool - Housing Authority Account	Local Agency Investment Fund (LAIF)	State of California	On Demand	1.94%	\$ 17,323,130	\$ 17,323,130	\$ 17,306,536	LAIF

**Total Cash Investments and Deposits**

<b>\$ 18,135,148</b>	<b>\$ 18,118,755</b>
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**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**

**July 31, 2018**

<b>Fund</b>	<b>Cash Balance</b>
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285 Housing Authority Fund	18,135,148
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**TOTAL CASH BALANCE**

**\$ 18,135,148**

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** September 11, 2018

**SUBJECT: RESOLUTION AMENDING THE POSITION CLASSIFICATION MANUAL**

### **REPORT IN BRIEF:**

The attached Resolution makes changes to the Position Classification Manual by adding the job classifications of Permit Technician, Economic Development Specialist and deleting the job classification of Economic Development Coordinator.

### **RECOMMENDED ACTION**

That City Council:

1. Declare that this project is exempt from the California Environmental Quality Act ("CEQA") under Section 15378(b)(2) – continuing administrative or maintenance activities, such as purchases for supplies, personnel-related actions, general policy or procedure making.
2. Adopt Resolution No. 2018-38 amending the Position Classification Manual.

### **ANALYSIS AND JUSTIFICATION:**

On June 12, 2018, City Council approved the new job classification of Economic Development Coordinator to focus on the goals of business expansion and development in the City. The City recently conducted a recruitment for this position, however at the conclusion of the recruitment process, it was determined that there was not a qualified candidate identified for the mid-level position. Based on the recruitment results, staff recommends the reclassification of this position from the mid-level position of Economic Development Coordinator to the entry level position of Economic Development Specialist.

Furthermore, due to the resignation of the current Planning Specialist, the significant increase in planning activity and the types of projects moving forward staff has begun the recruitment for a Planning Specialist/Associate Planner position. This type of recruitment will allow the City to receive a wide range of candidates in an effort to find a Planner that will be able to hit the ground running and add immediate benefit to the

department. With the downgrading of the Economic Development Coordinator position, there will be no increase to the General Fund should this position be filled at the Associate Planner level.

Currently a Departmental Assistant who handles all administrative functions, permit issuance, and records retention for the Building Division of the Community Development Department is approved and funded. With the resignation of the former incumbent in this position, staff evaluated this position and recommends a title change from Departmental Assistant to Permit Technician and modification to the job description. Since this position is technical and more specialized, the title change and modification to the job description will allow staff to better recruit and ensure the individual hired for this position possesses the required qualifications and certifications to be successful in the position based on the demands for the department. This position will remain at the same salary range, therefore there will be no increase to the general fund.

The resolution amending the Position Classification can be found as Attachment 1. The adjustments to the Position Classification Manual can be found as Exhibit A. The job descriptions for the new classifications can be found as Exhibit B.

**FISCAL IMPACT:**

None. The decrease from reclassifying the Economic Development Coordinator to Economic Development Specialist completely offsets the increase of filling the Planning Specialist position at an Associate Planner level.

**ENVIRONMENTAL IMPACT:**

Not applicable.

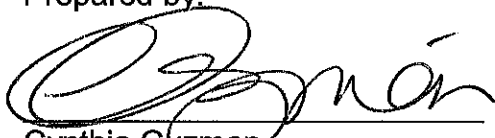
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

6. Maintain and Promote a Responsive, High Quality and Transparent Government.

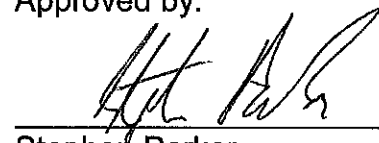
**PUBLIC NOTIFICATION:**

Through the normal agenda process.

Prepared by:

  
Cynthia Guzman  
Human Resources Specialist

Approved by:

  
Stephen Parker  
Acting City Manager

Attachments:

1. Resolution No. 2018-38

**RESOLUTION NO. 2018-38**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA,  
AMENDING THE POSITION CLASSIFICATION MANUAL**

**WHEREAS**, Chapter 2.44.02 of the Stanton Municipal Code requires the establishment of a Position Classification Plan; and

**WHEREAS**, Resolution No. 87-15 adopted that Position Classification Plan as a Position Classification Manual; and

**WHEREAS**, Resolution No. 2018-24 included the most recent revisions to the Position Classification Manual; and

**WHEREAS**, there is a need to change that plan by adding or deleting job classifications, and or changing certain elements of job classifications; and

**WHEREAS**, those changes are detailed in Exhibit "A" of this Resolution.

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

1. The changes as detailed in Exhibit "A" are incorporated into the Position Classification Manual.
2. The position descriptions included as Exhibit "B" to this Resolution is hereby adopted.
3. All parts of the Position Classification Manual not changed by Exhibits "A" and "B" shall remain effective.

**ADOPTED, SIGNED AND APPROVED** this 11<sup>th</sup> day of September, 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. 2018-38 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 September 11, 2018, and that the same was adopted, signed and approved by the following vote to wit:

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

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

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

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

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



## EXHIBIT "A"

Pursuant to Resolution 2018-38, the following position classification and associated salary range is added or modified in the Position Classification Manual:

<b><u>POSITION – NEW CLASSIFICATION</u></b>	<b><u>SALARY RANGE</u></b>
Insert: Permit Technician	10
Insert: Economic Development Specialist	21
Delete: Economic Development Coordinator	26

EXHIBIT "B"

**CITY OF STANTON**

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Job Title:	<b>Permit Technician</b>	Department:	Community Development
Salary Range:	10	Reports to:	Community & Economic Development Director

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**SUMMARY DESCRIPTION**

The purpose of this position is to perform a variety of administrative and technical support duties related to the review, processing, and maintenance of a variety of building or engineering permits and in support of related services and activities of the Community Development Department; calculates fees, prepares monthly, quarterly, and annual revenue reports and tracks status of plan checks and inspections; explains ordinances, requirements, and City codes, and department procedures to property owners, developers, contractors and the general public pertaining to land development and improvement, permit requests, and concerns; and performs related work as required.

This is a journey level classification. Incumbents are expected to respond to related technical questions, provide accurate information in a timely manner, manage multiple tasks simultaneously and deal with difficult individuals in a courteous and constructive manner.

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**ESSENTIAL DUTIES AND RESPONSIBILITIES**

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Provides customer service at the public counter and over the telephone in processing building permits and applications, plan checks, temporary use permits, special event permits and occupancy permits.
- Responds to inquiries and questions regarding permit data; provides information regarding permit procedures, policies and functions.
- Receives, logs, and reviews building plan and permit application data for completeness and accuracy.
- Calculates permit fees in accordance with established fee schedules; issues appropriate permits and receipts for payment.
- Assists in coordinating permit review by city departments and monitoring the status of building inspections; tracks received deposits, fees, case expenditures, and refunds by program and account number.

- Assists customers in viewing microfiche, laserfiche, and hard copies of permits, or in making copies; assists other agencies and customers with records inquiries; retrieves requested building plans and permits from archives.
- Maintains division records, including a variety of forms and logs; provides and downloads information related to the city's website.
- Files permits and plans; prepares permits and plans for archival scanning.
- Provides general clerical and receptionist support for the division, such as distributing mail, typing memos and correspondence, making reservations, processing expense reimbursements, and reviewing records for completeness and accuracy.
- Refers customers to appropriate planning, inspections, plan check, and engineering staff as necessary for matters that require detailed technical review and explanation.
- Assembles information for activity logs, records and reports; prepares statistical reports for management and other public agencies.
- Provides coverage for other counters as necessary.
- Use a computer to perform job-related tasks.

Additional Tasks and Responsibilities:

- Perform other duties as required.

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## **KNOWLEDGE REQUIRED**

- General inspection and permit requirements related to the City Municipal Code, building and constructions codes, and related ordinances.
- Permit fee schedules, inspection procedures, and plan application and review procedures.
- Principles, practices and techniques for providing customer service, effective communication and conflict resolution.
- Basic accounting and record keeping methods and techniques.
- Modern office procedures, methods, and computer equipment.
- Basic computerized word processing, spread sheets and databases.
- Basic math, including addition, subtraction, multiplication and division.
- Pertinent federal, state and local laws.
- Safe driving principles and practices.

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## **ABILITIES/SKILLS**

- Understand, interpret and enforce Municipal Code pertaining to the issuance of building applications or permits.
- Maintain tactfulness and courtesy in explaining City procedures and requirements.
- Perform mathematical calculations quickly and accurately; ability to calculate fees and maintain expense records.
- Ability to use a computer to perform work-related tasks.

- Assemble, check and organize a variety of City records and documents.
  - Operate a computer and use word processing and spreadsheet software, the internet and specialized application programs and to perform assigned tasks.
  - Type, proofread and disseminate letters, correspondence, and memos.
  - Communicate clearly and concisely, both orally and in writing with residents, developers, contractors, vendors, office staff, management and other public and private representatives.
  - Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
  - Read, interpret and apply laws, codes, regulations and ordinances and advise others on their interpretation.
  - Research, understand and apply various government code provisions.
- 

## **EXPERIENCE/TRAINING/EDUCATION**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Two years of varied experience related to permit processing, customer service, engineering or building services support work is required.
  - Equivalent to high school graduation, preferably supplemented by training or coursework in building construction, engineering classes or related area.
- 

## **LICENSE/CERTIFICATE**

- Possession of, or ability to obtain, an appropriate, valid California driver's license.
  - Ability to obtain ICC certification as a Permit Technician within six months of assignment to this job classification is required.
- 

## **PHYSICAL ACTIVITIES AND REQUIREMENTS**

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
- Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
- Occasional overtime, weekend and/or evening work may be required.
- Ability to hear and convey detailed or important instructions or information verbally and accurately.
- Average visual acuity to prepare and read documents.
- Ability to communicate with both the public and co-workers in a clear and concise manner.

- Ability to adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.

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The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

## CITY OF STANTON

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Job Title: **Economic Development  
Specialist**

Department: Community Development

Salary Range: 21

Reports to: Community & Economic  
Development Director

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### **SUMMARY DESCRIPTION**

The purpose of this position is to perform a variety of journey level professional duties in support of the Community Development Department including planning and implementing economic development/redevelopment and housing/Community Development Block Grant (CDBG) projects and programs; acts as a liaison for the City to a variety of private, public, and community organizations and regulatory agencies; conduct studies and develop recommendations for action, policies and procedures; provide responsible staff assistance to the Community/Economic Development Director; perform related work as required.

Incumbents are responsible for providing professional assistance on Community Development Department projects and issues and the planning and implementation of economic development/redevelopment and housing/CDBG programs, projects, and activities, including assisting with budget administration and reporting, contract administration, management analysis, and program or project evaluation.

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### **ESSENTIAL DUTIES AND RESPONSIBILITIES**

The following duties are normal for this position. These are not to be construed as exclusive or all-inclusive. Other duties may be required and assigned.

- Plan and implement City economic development/redevelopment and housing/CDBG programs and projects provided to the local community, including contract administration and financial administration.
- Confer with and inform members of the community (i.e., developers, nonprofits, outside agency officials, and local housing advocates) and the general public regarding City housing, and economic development projects, programs, policies, procedures, and standards, including establishing and maintaining effective working relationships.
- Serve as the City's representative and liaison on relevant topics, including responding to questions and comments from the public in a courteous and timely manner; collaborate with involved parties to reach resolutions on identified issues; speak in public and make public presentations.
- Conduct needs assessments and determine program priorities; assist in identifying areas of economic and community development needs; analyze the effectiveness of existing programs.

- Assist in oversight and implementation of Owner Participation Agreements, Development Agreements, and loan documents.
- Coordinate, review, and evaluate work of third party contractors, including appraisers, title companies, and market analysis representatives.
- Monitor development project schedules and coordinate implementation of projects through completion.
- Assist in monitoring compliance of existing approved agreements.
- Apply for and oversee CDBG contracts with City Department and nonprofit agencies, compliance with Federal Davis Bacon Act requirements and monitor sub-recipients' performance.
- Research, compile, and analyze information; prepare specialized reports related to projects and programs; make recommendations on related issues.
- Coordinate and prepare written materials on projects and programs, including agenda reports, spreadsheets, maps, memoranda, articles, and correspondence.
- Research, analyze, and interpret fiscal, economic, business development, and housing data and trends; prepare written staff reports, financial statements and agenda items; and prepare and present reports to the City Council, commissions, committees, and boards.
- Maintain current knowledge of best practices, trends and innovations in the field of economic development services and functions.
- Assist with budget preparation, reports, correspondence and other documents relevant to the development process.
- Use a computer to perform job-related tasks.

Additional Tasks and Responsibilities:

- Perform other duties as assigned.

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**KNOWLEDGE REQUIRED**

- Basic principles, practices, and funding sources for planning and implementing housing, economic development, and related programs and projects.
- Methods and techniques of research, analysis, and effective report preparation and presentation.
- Basic procedures for planning and implementing a variety of housing activities and programs through community participation.
- Basic principles and practices of land use planning, tax increment financing, affordable housing financing, and affordable housing program/project development.
- Organization and management practices for evaluation of programs and operational needs.
- Principles and practices of project management, program development, and administration.
- Recent developments, literature, and sources of information related to economic development and land use planning.

- Principles and practices of budget preparation and administration, program analysis, and revenue forecasting.
  - Pertinent Federal, State, and local laws, codes and regulations.
  - Principles of effective communication and practices used in dealing with the public.
  - Modern office methods, practices, procedures, and equipment including computer hardware and software necessary for graphic presentation, mapping, and database management.
  - Safe driving principles and practices.
- 

## **ABILITIES/SKILLS**

- Operate modern office equipment including computer equipment and specialized software application programs.
  - Provide administrative oversight and direction for assigned Community/Economic Development Department projects and activities.
  - Perform responsible and difficult development services work involving the use of independent judgment and initiative in the absence of supervision.
  - Confer with developers, business owners, and members of the community to establish partnerships in support of economic development projects.
  - Develop, implement and administer goals, objectives, and procedures for providing effective and efficient economic development services.
  - Identify and respond to community, commissions, City Manager and City Council issues, concerns and needs.
  - Compile and analyze technical and statistical information.
  - Evaluate and assess the impact of legislation on economic development, community development, housing, building, and redevelopment issues and activities.
  - Effectively administer a variety of land use and development programs and activities.
  - Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
  - Analyze and develop policies related to land use and community development and economic development.
  - Prepare and administer budgets.
  - Learn, interpret, apply, explain and ensure compliance with Federal, State, and local laws, codes, and regulations including administrative and departmental policies and procedures.
  - Handle multiple concurrent projects and manage priorities and tasks.
  - Respond to requests and inquiries for information regarding Department services and activities and related policies and procedures.
  - Exercise good judgment, flexibility, creativity, and sensitivity in response to changing situations and needs.
  - Communicate clearly and concisely, both orally and in writing.
  - Establish, maintain and foster positive and harmonious working relationships with those contacted in the course of work.
-



## **EXPERIENCE/TRAINING/EDUCATION**

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Two years of responsible professional economic development, housing, land use planning or related experience.
  - Equivalent to Bachelor's degree from an accredited college or university with major course work in urban planning, economics, public or business administration, or a related field.
- 

## **LICENSE/CERTIFICATE**

- Possession of, or ability to obtain, an appropriate, valid driver's license.
- 

## **PHYSICAL ACTIVITIES AND REQUIREMENTS**

- Ability to work in a standard office environment requiring prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, crouching and stooping in the performance of daily activities.
  - Occasional pushing, pulling, dragging and lifting office items weighing 25 lbs.
  - Movements frequently and regularly require using the wrists, hands and fingers to operate computers and office equipment.
  - Willingness to work variable hours including weekends and/or holidays.
  - Ability to hear and convey detailed or important instructions or information verbally and accurately.
  - Average visual acuity to prepare and read documents.
  - Ability to communicate effectively, orally and in writing, with developers, City officials, the public and co-workers in a clear and concise manner.
  - Ability to travel to different sites and locations.
  - May be exposed to outdoor conditions.
  - Adapt to standard office sounds generated by office equipment as well as standard noise levels resulting from communication with co-workers and the general public.
- 

The City of Stanton is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** September 11, 2018

**SUBJECT: AWARD OF CONTRACT FOR PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES FOR THE FY 18/19 RESIDENTIAL AND ARTERIAL STREETS REHABILITATION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### **REPORT IN BRIEF:**

For the previous street rehabilitation project in FY 17/18, NV5 was found to be the most qualified inspection firm. During this project they performed at a very high level and exceeded staff's expectations. Based on this previous selection process which was based on their qualifications and their outstanding performance, staff recommends awarding the inspection services for the FY 18/19 Residential and Arterial Streets Rehabilitation Project to NV5. The cost for completing these services is a maximum of \$31,360.

### **RECOMMENDED ACTIONS:**

1. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301 (c); and
2. City Council award a contract for professional construction engineering services to NV5 to provide construction engineering services for a maximum contract amount of \$31,360; and
3. Authorize the City Manager to bind the City of Stanton and NV5 in a contract to provide professional construction engineering services.

### **BACKGROUND:**

The City Council is anticipated to award a construction contract to The R.J. Noble Company for the FY 18/19 Residential and Arterial Streets Rehabilitation Project. The scope of this project will include asphalt improvements on various streets in the City along with associated concrete repairs.

Staff is unable to provide for the inspection of this project and needs the assistance of a

consultant to provide these specialized services. Inspection services also include any special geotechnical inspections that may be needed.

**ANALYSIS/JUSTIFICATION:**

NV5 was selected through a Qualifications Based Selection process and provided construction inspection services for the City's FY 17/18 street rehabilitation project. Based on this previous selection process and their outstanding performance, staff solicited an additional proposal from them for the FY 18/19 Residential and Arterial Streets Rehabilitation Project. Please note that if this were a low-bid type project, staff would seek fresh proposals for the work.

Their proposed construction inspector has extensive experience in similar projects and has worked with the City of Stanton in the past. This contract will cover the duration of the project. The total amount of this contract will not exceed \$31,360.

**FISCAL IMPACT:**

Funds for these services are available from the Gas Tax Fund 211-3500-710190.

**ENVIRONMENTAL IMPACT:**

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301 (c) as replacement of existing facilities.

**LEGAL REVIEW:**

None.


**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 – Provide a quality infrastructure.

**PUBLIC NOTIFICATION:**

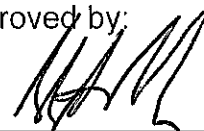
Notifications and advertisement were performed as prescribed by law.

Prepared by:



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

Approved by:



Stephen Parker, CPA  
Acting City Manager

Attachment:

(1) Contract

## **AGREEMENT FOR CONSULTANT SERVICES**

**THIS AGREEMENT**, is made and effective as of September 11, 2018, between the **City of Stanton**, a California Municipal Corporation ("City") and **NV5**, ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

2. This Agreement shall commence on **September 11, 2018** and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2019** unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

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

3. **PERFORMANCE**

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

4. **CITY MANAGEMENT**

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

5. **PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth herein, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed **thirty-one thousand, three hundred and sixty dollars (\$31,360.00)** for the total term of the Agreement unless additional payment is approved as provided in this Agreement and shall be billed in accordance with Exhibit B, Fee Proposal.

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

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

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

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

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

7. **DEFAULT OF CONSULTANT**

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

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

8. **OWNERSHIP OF DOCUMENTS**

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

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

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

9. **INDEMNIFICATION**

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

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

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



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

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

10. **INSURANCE**

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

11. **INDEPENDENT CONSULTANT**

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

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

12. **LEGAL RESPONSIBILITIES**

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

13. **UNDUE INFLUENCE**

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

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

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

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

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

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

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

16. **NOTICES**

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

To City:

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

To Consultant:

Civil Source, Inc.  
9890 Irvine Drive  
Irvine, CA 92618

17. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, aside from material testing as stated in the proposal, nor any monies due hereunder, without prior written consent of the City. Because of the personal nature of the services to be rendered pursuant to this Agreement, only NV5 shall perform the services described in this Agreement.

18. **LICENSES**

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

19. **GOVERNING LAW**

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

20. **ENTIRE AGREEMENT**

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

21. **CONTENTS OF PROPOSAL**

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

22. **AUTHORITY TO EXECUTE THIS AGREEMENT**

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

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

**CITY OF STANTON**

By: \_\_\_\_\_  
Stephen Parker, CPA  
Acting City Manager

**CONSULTANT**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed Name)

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Patricia Vazquez, City Clerk

Approved As To Form:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney

## **EXHIBIT A**

### **TASKS TO BE PERFORMED**

Provide construction management and inspection services for the FY 18/19 RESIDENTIAL AND ARTERIAL STREETS REHABILITATION PROJECT as described in the Request for Proposal dated August 17, 2018.

**EXHIBIT B**  
**FEE PROPOSAL**

See attached proposal.

## **EXHIBIT C**

### **INSURANCE REQUIREMENTS**

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

Consultant shall provide the following types and amounts of insurance:

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



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

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

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

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

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

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

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

August 17, 2018

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

**SUBJECT: Inspection Services for Overlay Project**

Dear Mr. Rigg,

NV5 is excited to have the opportunity to provide Inspection Services to the City of Stanton (City) for its upcoming Overlay project. We have prepared this proposal to demonstrate how our team is best suited to deliver the requested services.

**WHAT CAN WE OFFER THE CITY?**

**Experience:** Our Construction Inspectors have extensive engineering and construction experience and are thoroughly familiar with local, state, and federal procedures. We only staff our projects with senior-level professionals. Our team has a portfolio of successfully completed public works projects throughout Southern California, including several projects for the City (Rutledge Avenue and Palais Road Alley Improvement/Overlay, Western Avenue Sewer Improvements, Beach Boulevard Beautification, Kermore Lane Street Rehabilitation, and Stanton Central Park). Because of our extensive experience with the City, there is no learning curve when we work on your projects.

**Accessibility and Responsiveness:** Our professionals take pride in providing immediate response and personal attention to our clients' needs, public safety, and the community's concerns. Additionally, each of our Construction Inspectors has been provided with an iPad and will be using our exclusive iPad application to digitally prepare daily reports with photos.

**Cost and Schedule Control:** Pro-active schedule and cost control is the hallmark of our construction support services. We closely monitor the contractor's progress, ensuring he hits critical project milestones. We thoroughly vet construction change orders, verifying entitlement and cost and time impacts.

**Proposed Team:** NV5 offers the City a team of Construction Inspection professionals with an unparalleled reputation and proven capability and expertise. We are offering **Peter Salgado, PE**, as Project Manager, providing oversight for all construction support services. With more than 20 years of experience, Mr. Salgado has managed and delivered a variety of public works projects. For this project, we are offering Construction Inspectors **Dean Jensen, Henry Hovakimian, Craig Wheeler** and **David Ledyard**. Please see their attached resumes for your review.

**Value:** The services of our construction inspectors would be billed at \$98/hour. For full-time inspection with the assumed project duration of 40 working days, our total not-to-exceed fee would be \$31,360.

We look forward to partnering with you on this project to help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at amy.amirani@nv5.com and peter.salgado@nv5.com. Thank you for your time and consideration.

Sincerely,  
NV5



Amy Amirani, PE  
Principal-In-Charge / Vice President



Peter Salgado, PE  
Director of Construction Management

# PROPOSED TEAM

## ORGANIZATION CHART

For this project, NV5 has assembled a team of experts who have direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested inspection services. Shown below are team roles and responsibilities.



### PROJECT MANAGER

Peter Salgado, PE

### CONSTRUCTION INSPECTORS

Dean Jensen  
Henry Hovakimian  
Craig Wheeler  
David Ledyard

## TEAM QUALIFICATIONS

Name/Role	Years of Experience	Education/Licenses
<b>Peter Salgado, PE</b> Project Manager	20	B.S. Civil Engineering Civil Engineering CA, No. 63159
<b>Dean Jensen</b> Construction Inspector	27	A.A. General Education OSHA 30-Hour Certificate Confined Space Training Certificate ADA Certificate ICBO: Reinforced Concrete Inspector, International Building Code, International Residential Code, Uniform Building Code, Uniform Plumbing Code
<b>Henry Hovakimian</b> Construction Inspector	35	B.S. Business A.A. Administration (major in Management)
<b>Craig Wheeler</b> Construction Inspector	30	B.A. Philosophy Licensed "A" General Engineering Contractor NASSCO-Certified Inspector (Pipeline, Lateral and Manhole Assessments)
<b>David Ledyard</b> Construction Inspector	36	A.A. Engineering

# RESUMES

## CONTACT INFO

dean.jensen@nv5.com  
949.585.0477

## EXPERIENCE

27 years

## EDUCATION

A.A. General Education

## LICENSES

OSHA 30-Hour Certificate

Confined Space Training  
Certificate

ADA Certificate

ICBO: Reinforced Concrete  
Inspector, International  
Building Code,  
International Residential  
Code, Uniform Building  
Code, Uniform Plumbing  
Code

## DEAN JENSEN

### Construction Inspector

Mr. Jensen has more than 27 years of experience in engineering, construction management, and inspection. He has provided construction management and inspection services on a wide variety of public works capital improvement projects including street, water, sewer, storm drain, buildings/facilities, and park and landscaping improvements. As construction manager, Mr. Jensen's responsibilities include constructability and value engineering reviews, contract administration, oversight of inspection team, conducting preconstruction meetings and weekly progress meetings, document control, cost and schedule control, preparing project reports, reviewing contractor pay applications, labor compliance and wage monitoring, and overseeing punchlist completion and project close-out.

### Project Experience

#### Evans Avenue Street Improvements

CITY OF PERRIS | PERRIS, CA

**Construction Manager/Inspector.** Mr. Jensen served as construction manager for this street improvements project along Evans Avenue, south of Orange Avenue. Improvements included roadway widening and resurfacing; relocation of existing SCE service; reconstruction of existing electrical vault; installation of new street lighting; reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; and traffic striping and signage.

#### Central Avenue Street Improvements

CITY OF CHINO | CHINO, CA

**Construction Manager/Inspector.** Mr. Jensen served as construction manager for various street improvements on Central Avenue, south of Edison Avenue. Improvements included roadway widening and resurfacing; relocation of an existing power and street lighting poles (SCE); reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; reconstruction of an existing electrical vault; and traffic striping and signage.

#### Orange Avenue East Infrastructure Improvements

CITY OF PERRIS | PERRIS, CA

**Construction Manager/Inspector.** Mr. Jensen served as construction manager for the infrastructure improvements of Orange Avenue East, south of Evans Avenue. Improvements included installation of a 36-inch underground waterline with blow offs; relocation of SCE power poles and installation of new light poles with pull boxes; reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; and traffic striping and signage.

#### Rambla Vista Road at Pacific Coast Highway Improvements

CITY OF MALIBU | MALIBU, CA

**Construction Manager/Inspector.** Mr. Jensen served as construction manager for the re-routing of vehicle traffic at various points during the hillside restoration project; demolition and re-paving portions of Rambla Vista Road; and staging of Super 10 trucks on Pacific Coast Highway during the project.

NV5

# RESUMES

## **Traffic Signal Improvements at Euclid Avenue and East Facility Drive**

CITY OF CHINO | CHINO, CA

**Construction Manager/Inspector.** Mr. Jensen served as construction manager for this Caltrans traffic signal improvements project. Improvements included installation of new traffic signal poles and signal heads with Emergency Vehicle Preemption Systems; and, reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps.

## **East Facility Drive Improvements**

CITY OF CHINO | CHINO, CA

**Construction Manager/Inspector.** Mr. Jensen served as construction manager for East Facility Drive. Improvements included grading; installation of SCE power overhead and underground; installation of 52 new light poles with pull boxes; paving; and traffic striping and signage.

## **New Access Road and Infrastructure Improvements for Institute for Men**

STATE OF CALIFORNIA/CALIFORNIA DEPARTMENT OF FORESTRY/PRADO CAMP | CHINO, CA

**Construction Manager/Inspector.** Mr. Jensen served as construction manager for this \$23M project that included various infrastructure improvements, and the construction of a new access road to the correctional facility. Other improvements included striping and signage, new guard gatehouse, three miles of Proto II Block Screen Wall, pour-in-place reinforced concrete boxes (RCB) box in channel, installation of pre-cast traffic-rated bridge over a concrete-lined channel, chlorination conversion for a water treatment facility, new water and brine lines with metering stations, construction of two new FAA helipads, security fencing, lighting and electrical and water line upgrades. Mr. Jensen also served as the construction manager for the following utility infrastructure projects associated with the improvements outlined above: construction of 36-inch water and sewer mains for adjacent private development projects (Suncal College Park); 24-inch water main from the treatment plant to the prison and from the prison to the Youth Authority; as well as pump stations and domestic water mains for adjacent residential areas.

## **Robinson Park Recreation Center Renovation**

CITY OF PASADENA | PASADENA, CA

**Construction Manager/Inspector.** Mr. Jensen is providing construction management and inspection services for the renovation of Robinson Park Recreation Center. The \$7.2M project consists of the demolition and reconstruction of the Recreation Center's approximately 9,000-square-foot multipurpose room, administrative offices, kitchen, open courtyard, restrooms and conference room, an approximately 4,900-square-foot addition of fitness and dance rooms, storage and common areas, and an intensive structural upgrade of the Recreation Center's existing 7,300-square-foot gymnasium. The design is fully accessible and includes energy efficient lighting, technology and security upgrades, as well as new drought tolerant landscaping.



# RESUMES

## CONTACT INFO

henry.hovakimian@nv5.com  
949.585.0477

## EXPERIENCE

35 years

## EDUCATION

B.S. Business

A.A. Administration  
(major in Management)

## HENRY HOVAKIMIAN

### Construction Inspector

Mr. Hovakimian has more than 35 years of experience in construction management and inspection with specific expertise in street improvements, sewer, water and storm drain systems, heavy grading, concrete structures, traffic signals, paving and landscaping. He has successfully completed a wide range of projects for various cities and water districts in Los Angeles and Orange counties. He also has more than 45 certificates in construction, supervision, and employee safety.

### Project Experience

#### FY 2014-15 Annual Paving and Sidewalk Repair Project

CITY OF SANTA MONICA | SANTA MONICA, CA

**Construction Inspector.** Mr. Hovakimian's responsibilities included all facets of construction inspection and administration, including utility and multiple agency coordination; public outreach; traffic management and control; submittal, schedule, RFI, progress payment review and processing; field observation; negotiating and processing change orders; document control; and project close out including warranties, guarantees, recommending notices of completion and release of retention. Work consisted of removal and replacement of damaged asphalt; grind and overlay; slurry seal; crack seal; replacement of damaged curb, gutter and sidewalk; and striping.

#### FY 2015/16 Slurry Seal and Rehabilitation

CITY OF ALISO VIEJO | ALISO VIEJO, CA

**Construction Inspector.** Mr. Hovakimian provided construction inspection for the citywide slurry seal and rehabilitation. Services included traffic control, distribution of construction notices, oversight of construction activities, compliance with plans and specifications, and preparation of daily reports and project photos.

#### Placentia Avenue Rehabilitation Project

CITY OF PLACENTIA | PLACENTIA, CA

**Construction Inspector.** Mr. Hovakimian provided construction inspection for this federally funded street improvement project. The project included major asphalt street reconstruction with concrete sidewalk, wheel chair ramps, driveways, alley entrances, curb and gutter, and traffic signage and striping.

#### Santa Margarita Parkway Gateway Improvements

CITY OF RANCHO SANTA MARGARITA | RANCHO SANTA MARGARITA, CA

**Construction Inspector.** Mr. Hovakimian provided construction inspection for the installation of a new monument sign at the intersection of Santa Margarita Parkway and Alicia Parkway. The project included the installation of a concrete sign, concrete parkway improvements, electrical upgrades and installation, landscaping and irrigation, as well as decorative tile work. Mr. Hovakimian provided oversight for the project as well as daily reports with calculation, material invoices, and daily progress activity by the contractors. Oversight of traffic control, compliance with plans and specifications, and jobsite safety.



# RESUMES

## San Fernando and Burbank Boulevard

CITY OF BURBANK | BURBANK, CA

**Construction Inspector.** Mr. Hovakimian provided constructability review, inspection services and recommended changes to save cost and increase efficiency. He reviewed all related documents to ensure that the project plans and specifications adequately addressed grading, earthwork, settlement, surface and subsurface drainage, foundation design, etc. Mr. Hovakimian confirmed that all ADA compliance issues, utility challenges, field topography conditions, permits, and traffic control requirements are adequately addressed. He confirmed that bid schedules adequately captured all scope of work required of the contractors.

## Various Projects

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS | LOS ANGELES, CA

**Construction Inspector.** Mr. Hovakimian inspected various Public Works improvement projects for the County. He also supervised County inspectors as well as County maintenance and construction crews. The scope of these projects included:

- Street improvements including street reconstruction and resurfacing, chip seal, and slurry seal; traffic signal and street lighting improvements; parkway improvements including PCC curb and gutter, sidewalk, driveway and ADA ramps.

**Projects included:** Firestone Boulevard Reconstruction, Norwalk Boulevard Street Improvements, Countywide Street and Sidewalk Improvement Projects

- Sewer, storm drain and water improvements including manholes, catch basins, reinforced concrete box culverts, landscape and irrigation systems, and pipeline pressure-testing operation.

**Projects included:** Storm Drain Replacement at LA River (City of Torrance); sewer and water Improvements (West LA County and Malibu area)

# RESUMES

## CONTACT INFO

craig.wheeler@nv5.com  
949.585.0477

## EXPERIENCE

30 years

## EDUCATION

B.A. Philosophy

## LICENSES/CERTIFICATES

Licensed "A" General  
Engineering Contractor

NASSCO-Certified  
Inspector (Pipeline,  
Lateral and Manhole  
Assessments)

Crisis Management

Facilities Management

## CRAIG M. WHEELER

### Construction Inspector

Mr. Wheeler has more than 30 years of experience in engineering and construction in both the public and private sectors. He has provided project management and inspection services on a wide variety of public works projects including street, traffic signal, street lighting, water, sewer, storm drain, and parks and landscaping improvements. As a project manager and construction inspector, Mr. Wheeler's responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to City project manager, providing recommendations and responses for contractor RFI's, assisting with submittal and shop drawing reviews, tracking quantities, and conducting progress payment reviews.

### Project Experience

#### CDBG Asphalt Repairs and Asphalt Overlays FY 2017

CITY OF MISSION VIEJO | MISSION VIEJO, CA

**Construction Inspector.** Mr. Wheeler provided construction inspection services for the City's CDBG Asphalt Repairs and Asphalt Overlays Project for various streets. This project included full depth asphalt repairs, asphalt grinding, engineered paving mat interlayer placement, asphalt overlay, traffic control and traffic signal loops, raising of manholes and valves, and striping.

#### Annual Pavement Preservation Program FY 2015-16

CITY OF YORBA LINDA | YORBA LINDA, CA

**Construction Inspector.** Mr. Wheeler provided construction inspection services for the City's Annual Pavement Preservation Project. This project included full depth asphalt repairs, asphalt grinding, Petromat, asphalt overlay, crack sealing, slurry sealing, traffic signal loops, raising of manholes and valves, and striping.

#### Bedford Canyon Road Realignment

CITY OF CORONA | CORONA, CA

**Project Manager/Site Superintendent.** Mr. Wheeler served as project manager/site superintendent on this project. The scope of work consisted of a roadway realignment including demolition, grading, AC paving, traffic signals, channelization, signage and striping. Mr. Wheeler developed SWPPP and traffic control plans for the project. Mr. Wheeler coordinated Caltrans encroachments, easements and utility relocation.

#### Ontario Avenue Median Improvements

CITY OF CORONA | CORONA, CA

**Project Manager.** Mr. Wheeler served as project manager on this street improvement project. The scope of work consisted of a roadway widening and resurfacing; reconstruction of the raised median (including landscaping, irrigation, and decorative paving); installation of traffic signals, controllers and controller cabinets; installation of street lighting; construction of a block retaining wall; reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; and traffic striping and signage.



# RESUMES

## **Concrete Repair Program, East Side Phase VI (CDBG)**

CITY OF WEST HOLLYWOOD | WEST HOLLYWOOD, CA

**Construction Inspector.** Mr. Wheeler provided construction inspection services for the repair and/or replacement of concrete at various locations throughout the City. Work included the removal and replacement of broken or damaged PCC sidewalks, curbs, gutter, residential driveways, intersection cross gutter, curb ramps on street corners to meet ADA guidelines, and all appurtenant work.

## **SR-60/Market Street Improvements**

CITY OF RIVERSIDE | RIVERSIDE, CA

**Project Manager.** Mr. Wheeler served as project manager on the widening of the eastbound off-ramp of State Highway 60 at Market Street, as well as street improvements to Market Street. The scope of work included roadway widening and resurfacing; installation of traffic signals, reconstruction of sidewalks, driveways, curb, gutter, and ADA curb ramps; installation of cable fencing; landscaping and irrigation; and traffic striping and signage.

## **University Drive Widening (Campus to MacArthur)**

CITY OF IRVINE | IRVINE, CA

**Construction Inspector.** Mr. Wheeler is currently providing storm drain inspection services for the University Drive Widening (from Campus Avenue to MacArthur Boulevard) project, which includes parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail.

## **The Tracks at Brea – Segment No. 4**

CITY OF BREA | BREA, CA

**Construction Inspector.** Mr. Wheeler served as construction inspector on this federally funded \$3.5M trail improvements project. Scope of work included contaminated soil remediation/removal, rough grading (export, import, on-site cut/fill), construction of decomposed granite pedestrian path, construction of AC bike path, on-site and off-site utilities (water, sewer, and storm drain), lighting, landscaping, irrigation, and site furnishings.

## **Manhattan Beach Waterline and Street Improvements**

CITY OF MANHATTAN BEACH | MANHATTAN BEACH, CA

**Construction Inspector.** Mr. Wheeler served as construction inspector on the paving portion of this Citywide waterline improvements project. The scope of work included full-width grind and overlay on all of Terrazo Place, Longfellow Drive, Ronda Drive from Kuhn Drive to Altura Way.

## **Harbor Boulevard Median and Landscape Improvements**

CITY OF COSTA MESA | COSTA MESA, CA

**Construction Inspector.** Mr. Wheeler provided inspection services for the landscape and irrigation improvements on Harbor Boulevard from Merrimac Way to Fair Drive. The project included removal of trees, replacement of curbs, gutters, city sidewalks, commercial driveways, ADA ramps and other related works.

## **Rimpau Park**

CITY OF CORONA | CORONA, CA

**Construction Manager.** Mr. Wheeler developed SWPPP and traffic control plans for the project. He managed all phases of construction. The project consisted of the construction of a new park including demolition, grading, PCC curb, curb and gutter, mow strip, playgrounds, shade structures athletic fields, landscaping, lighting, AC paving, traffic signals, channelization, signage and striping. Mr. Wheeler coordinated easements and utility relocation, as well as subcontractors. Mr. Wheeler conducted meetings with adjacent residents and businesses, city engineers, public works officials and maintained compliance with all project plans and specifications.

# RESUMES

## CONTACT INFO

david.ledyard@nv5.com  
949.585.0477

## EXPERIENCE

36 years

## EDUCATION

A.A. Engineering

## DAVID LEDYARD

### Construction Inspector

Mr. Ledyard has more than 36 years of engineering and construction inspection experience. He has served as both a supervisory inspector, overseeing permit inspectors, as well as serving as lead inspector on various capital improvement projects including street, sewer, water and storm drain improvements. As construction inspector, Mr. Ledyard's responsibilities include site observation and construction quality assurance and control, ensuring general site safety, preparing daily reports, photo documentation, monitoring SWPPP and BMP implementation, providing daily updates to city project manager, labor compliance and EEO interviews, providing recommendations and responses for contractor RFI's, assisting with submittal and shop drawing reviews, tracking quantities, and assisting with the progress payment reviews.

### Project Experience

#### Central Avenue Pavement Rehabilitation

CITY OF COMPTON | COMPTON, CA

**Construction Inspector.** Mr. Ledyard is currently providing daily inspection services for the Central Avenue Pavement Rehabilitation Project (Phase II). The project consists of installation of Cement Stabilized Pulverized Base, Asphalt Concrete, Asphalt Rubber Hot Mix, ADA compliant curb ramps, curbs and gutters, sidewalk improvements, striping and traffic loop replacement.

#### Annual Preventive Maintenance of Streets Projects

CITY OF PASADENA | PASADENA, CA

**Construction Manager.** Mr. Ledyard served as construction inspector for this annual citywide street improvement project. The scope of work consisted of roadway and alley reconstruction and resurfacing; reconstruction of sidewalks, driveways, curb, gutter, cross gutters, and ADA curb ramps; as well as traffic signage and striping.

#### Arroyo Boulevard Improvements (Rose Bowl Drive to Seco Street)

CITY OF PASADENA | PASADENA, CA

**Construction Inspector.** Mr. Ledyard served as construction inspector on this street improvement project. The scope of work consisted of roadway reconstruction and resurfacing; reconstruction of curb and gutter; construction of bioswales within existing raised medians; modifications to existing street lighting system; and median landscaping.

#### Traffic Signal and Intersection Improvements at Pasadena Avenue and Walnut Street

CITY OF PASADENA | PASADENA, CA

**Construction Inspector.** Mr. Ledyard served as construction inspector on this traffic signal/intersection improvement project. The intersection of Pasadena Avenue/210 Freeway on-ramp and Walnut Street is owned by the California Department of Transportation and maintained by the City of Pasadena. This project was created with grant funding through the Los Angeles County Metropolitan Transportation Authority Highway Safety Improvement Program (HSIP) Call for Projects. The purpose of HSIP is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, and it focuses on projects that have the greatest potential of achieving this goal. The scope of work included installation of mast arm signals, additional signal heads,



# RESUMES

and advance warning signs; rewiring of the intersection; controller cabinet upgrades; and reconstruction of sidewalk, curb, gutter, and ADA curb ramps.

## **Intelligent Transportation System, Phase II**

CITY OF PASADENA | PASADENA, CA

**Construction Inspector.** Mr. Ledyard served as construction inspector for this traffic control project. The project consisted of the installation of fiber optic and traffic signal equipment at various corridors within Pasadena. Each corridor provides an additional communication connection to existing traffic signal network providing greater control and access for monitoring existing traffic conditions as part of Pasadena's ITS Master Plan Implementation. The scope of work included installation of traffic signal controllers and cabinets, traffic signal equipment, conduit, fiber optic cables, pull boxes and splice enclosures.

## **Holly Street Bridge Retaining Wall Reconstruction**

CITY OF PASADENA | PASADENA, CA

**Construction Inspector.** Mr. Ledyard served as construction inspector on this retaining wall project. The scope of work included the construction of a structural footing and retaining wall to prevent storm drain runoff from causing roadway erosion on Holly Street and Arroyo Boulevard. The project also included roadway reconstruction and resurfacing, and reconstruction of curb, gutter, and driveways.

# CITY OF STANTON

## REPORT TO CITY COUNCIL

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

**DATE:** September 11, 2018

**SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE FY 18/19 RESIDENTIAL AND ARTERIAL STREETS REHABILITATION PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA**

### REPORT IN BRIEF:

The seven bids for the FY 18/19 Residential and Arterial Streets Rehabilitation Project were opened on August 8, 2018. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by The R.J. Noble Company to be the lowest responsible and responsive bid.

The construction cost for the FY 18/19 Residential and Arterial Streets Rehabilitation Project is estimated at \$1,230,020.00, which includes a contingency.

### RECOMMENDED ACTION:

1. Approve the plans and specifications for the FY 18/19 Residential and Arterial Streets Rehabilitation Project; and
2. Award a construction contract for FY 18/19 Residential and Arterial Streets Rehabilitation Project to the lowest responsible and responsive bidder, The R.J. Noble Company, for the amount of \$1,088,600.00; and
3. Authorize the City Manager to bind the City of Stanton and The R.J. Noble Company in a contract for the construction of the FY 18/19 Residential and Arterial Streets Rehabilitation Project; and
4. Declare this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.

**BACKGROUND:**

The area within the project limits has experienced numerous street failures in the past several years. The estimated project cost of \$1,228,820.00 is as follows:

Base Bid (R.J. Noble?	\$ 1,088,600.00
Construction Contingency (10%)	\$ 108,860.00
Inspection Services	\$ 31,360.00
Total Estimated Project Cost (rounded up to nearest hundred)	\$ 1,228,820.00

This project will require construction inspection services which are expected to cost approximately \$31,360.00.

**ANALYSIS/JUSTIFICATION:**

The project was advertised for bids on July 24, 2018. On August 8, 2018, seven (7) proposals were received. The lowest bid was for \$1,088,600.00.

Notices announcing the solicitation of bids for this project were posted local on F.W. Dodge publication known as the "Green Sheets" and on Bid America. Staff also sent the notice inviting bids to local contracting companies familiar with the City that have bid on similar projects locally.

The bids were publicly opened on August 8, 2018 at 2:00 p.m. Seven (7) bids were received:

Rank	Company	Bid
1	The R.J. Noble Company	\$ 1,088,600.00
2	Sialic Contractors Corporation dba Shawnan	\$ 1,152,500.00
3	Sequel Contractors, Inc.	\$ 1,156,460.00
4	All American Asphalt	\$ 1,219,044.10
5	Hardy & Harper, Inc.	\$ 1,234,000.00
6	Palp, Inc. dba Excel Paving	\$ 1,337,577.00
7	Sully-Miller Contracting Co.	\$ 1,428,300.00

Staff has reviewed the submitted bid documents and found The R.J. Noble Company in compliance with the contract documents. A check of the references submitted indicates that the bidder has successfully completed similar projects within Southern California. Upon successful execution of the contract documents, the project is expected to begin construction in October. The contractor will have approximately ten (10) weeks to complete



the project. Staff will be awarding the contract based on Bid Schedule A which is the common way of reconstructing a street.

Staff did receive a protest of the low bid from the second lowest bidder, Shawnan. The City Attorney reviewed the protest and found that it was still appropriate to award the contract to The R.J. Noble Company.

The FY 18/19 Residential and Arterial Streets Rehabilitation Project will address the following streets:

- Davmor Avenue and Stanton Avenue
- Santa Rosalia Street north of Orangewood Avenue.
- Central Avenue between Date St. and Beach Blvd.
- Cedar Street and Stanton Park Parking lot
- Industrial Way and Mercantile Avenue
- Winston Alley
- Knott Avenue south of Katella Avenue and north of Cerritos Avenue
- Cerritos Avenue between Kenmore St. and Magnolia Avenue
- Central Avenue
- Sylvan Alley East and West
- Mac Duff Street and Sherrill Street

**FISCAL IMPACT:**

This project was budgeted for the FY 18/19 Capital Improvement Program. Funds for the project are available in the Measure M Fund account number, the Gas Tax Fund account, and the RMRA account. This project will not have any impact on the General Fund.

**ENVIRONMENTAL IMPACT:**

This project is categorically exempt under the California Environmental Quality Act, Class 1, and Section 15301c as replacement of existing facilities.

**LEGAL REVIEW:**

None.

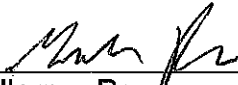
**PUBLIC NOTIFICATION:**

Notifications and advertisement were performed as prescribed by law.

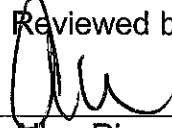
**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

3 - Provide a quality infrastructure.

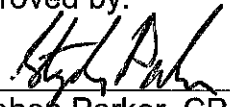
Prepared by:

  
Guillermo Perez  
Associate Engineer

Reviewed by:

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

Approved by:

  
Stephen Parker, CPA  
Acting City Manager

**Attachments:**

- 1) FY 18/19 Residential and Arterial Streets Rehabilitation Project Contract
- 2) Copy of Bid

## **CITY OF STANTON CONTRACT**

FY 18/19 Residential and Arterial Streets Rehabilitation Project

### **I.**

This Contract is made and entered into on the 11th Day of September, 2018 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and The R.J. Noble Company ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

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

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

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

### **II. BID AMOUNTS**

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$1,088,600.00.

### **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 statues or laws as to City, its employees and officials.

Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor, subtier contractor or any other person or entity involved by, for, with or on behalf of Contractor in the

performance or subject matter of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section.

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

## V. INSURANCE

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

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

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

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

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

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

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

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

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

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

## VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of one million, eighty-eight thousand and six hundred dollars and zero cents (\$1,088,600.00) 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 Sixty (60) 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 The R.J. Noble Company (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 paving of citywide streets, 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 September 11, 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 Obligee, 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 Obligee a reasonable attorneys fee to be fixed by the Court.

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

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

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

PRINCIPAL:

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

SURETY:

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

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

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

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

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

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

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

(SEAL)

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

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

\_\_\_\_\_  
Signature

(CORPORATE SEAL)

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

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

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

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has The R.J. Noble Company (hereinafter designated as the "Contractor"), a contract dated September 11, 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 paving of city streets, and other items of work required to complete the scope of work detailed in the plans and specifications complete and in place.

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

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

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

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

No final settlement between the 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 be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.
8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY

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

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

### OFFICIAL TITLE OF PROJECT:

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

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

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

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

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

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

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

TYPE OF COVERAGES TO WHICH  
LIMITS OF  
THIS ENDORSEMENT ATTACHES  
LIABILITY

POLICY PERIOD  
FROM/ TO

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

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

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

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

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

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

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

Signature of Authorized Representative

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

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

## ADDITIONAL INSURED ENDORSEMENT EXCESS LIABILITY

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

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

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

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

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

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

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

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall 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**

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

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

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

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

# BID PROPOSAL

Bidders Name R.J. NOBLE COMPANY

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

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

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

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

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

# **BID SHEET** **FY 18/19 RESIDENTIAL AND ARTERIAL STREETS** **REHABILITATION PROJECT**

**BIDDERS NAME:** R.J. NOBLE COMPANY

PRINT or Type

<b>BID SCHEDULE A</b> <b>FY 18/19 RESIDENTIAL AND ARTERIAL STREETS REHABILITATION PROJECT</b>					
#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-1	Mobilization, Demobilization, and Cleanup (Maximum of 10% of Bid)	1	LS	\$ 46,000.00	\$ 46,000.00
A-2	Surveying & Monument Preservation	1	LS	\$ 18,000.00	\$ 18,000.00
A-3	Traffic Control & Noticing	1	LS	\$ 12,000.00	\$ 12,000.00
A-4	Weed Abate & Crack Seal	1	LS	\$ 30,000.00	\$ 30,000.00
A-5	Remove & Dispose of Handicapped Traffic Sign	1	EA	\$ 100.00	\$ 100.00
A-6	Remove & Replace Curb & Gutter	130	LF	\$ 85.00	\$ 11,050.00
A-7	Remove & Replace Curb	10	LF	\$ 85.00	\$ 850.00
A-8	Remove & Replace Longitudinal Gutter	850	LF	\$ 55.00	\$ 46,750.00
A-9	Construct New Longitudinal Gutter	500	LF	\$ 45.00	\$ 22,500.00
A-10	Remove Existing & Construct New Curb Ramp	15	EA	\$ 3,300.00	\$ 49,500.00
A-11	Remove Existing & Construct New PCC Alley Approach	1,100	SF	\$ 16.00	\$ 17,600.00
A-12	Install Surface Mounted Truncated domes & Grind Ramp Lip to 0" Curb Face	13	EA	\$ 600.00	\$ 7,800.00
A-13	Grade & Replace Existing Landscape and Irrigation	1	LS	\$ 3,000.00	\$ 3,000.00
A-14	Removed Ex. PCC Walk & Landscaping, and Construct New 4" ADA compliant PCC Sidewalk	300	SF	\$ 15.00	\$ 4,500.00



**BID SCHEDULE A**  
**FY 18/19 RESIDENTIAL AND ARTERIAL STREETS REHABILITATION**  
**PROJECT**

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-15	Prune Existing Roots	2	EA	\$ 1,300.00	\$ 2,600.00
A-16	Localized Pavement Removal & Replacements (4"AC/7"CMB)	9,500	SF	\$ 8.00	\$ 76,000.00
A-17	1" Uniform depth Cold Mill	140,000	SF	\$ 0.22	\$ 30,800.00
A-18	2" Uniform depth Cold Mill	88,000	SF	\$ 0.18	\$ 15,840.00
A-19	0" - 2" Variable Depth Cold Mill	38,000	SF	\$ 0.22	\$ 8,360.00
A-20	1" - 2" Variable Depth Cold Mill	80,000	SF	\$ 0.20	\$ 16,000.00
A-21	Sawcut, Remove, & Dispose of Existing Roadway Pavement Section	500	CY	\$ 85.00	\$ 42,500.00
A-22	Construct 4" CMB	600	TON	\$ 50.00	\$ 30,000.00
A-23	Construct 3" AC Surface Paving	450	TON	\$ 120.00	\$ 54,000.00
A-24	Construct 2" FRAC Overlay	5,700	TON	\$ 81.50	\$ 464,550.00
A-25	Adjust Sewer/Storm drain Manhole Frame & Cover to Grade	34	EA	\$ 800.00	\$ 27,200.00
A-27	Signing & Striping	1	LS	<del>\$ 38,000.00</del> \$ 38,000.00	\$ 38,000.00
A-28	Grade, Pave, Stripe, and Install Signs/Bollards/Wheel Stop for Relocated Accessible Parking Stall	1	LS	\$ 5,000.00	\$ 5,000.00
A-29	Install Type E and Mod. Type E Traffic Loop	36	EA	\$ 225.00	\$ 8,100.00

**Total Bid Schedule A in** \$1,088,600.00

**NUMBERS:** 1,088,600.00

**Total Bid Schedule A in** one million eighty-eight thousand six hundred Dollars

**WORDS:** and zero Cents

**ADDITIVE ALTERNATE BID SCHEDULE B**  
**FY 18/19 RESIDENTIAL SLURRY SEAL SEGMENTS**

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
B-1	Mobilization, Demobilization, and Cleanup (Maximum of 10% of Bid)	1	LS	\$ 8,000.00	\$8,000.00
B-2	Surveying & Monument Preservation	1	LS	\$ 3,000.00	\$ 3,000.00
B-3	Traffic Control & Noticing	1	LS	<del>20,000.00</del> <del>\$ 20,000.00</del> <i>(enq)</i>	\$ 20,000.00
B-4	Weed Abate & Crack Seal	1	LS	\$ 10,000.00	\$ 10,000.00
B-5	Localized Pavement Removal & Replacements (4"AC/7"CMB)	500	SF	\$ 30.00	\$15,000.00
B-6	Type II Slurry Seal w/ 2.5% Latex	100	ELT	\$ 500.00	\$ 50,000.00

**Total Alternative Bid Schedule B in**

**NUMBERS:** \$106,000.00

**Total Alternative Bid Schedule B in**

**WORDS:**

*one hundred six thousand*

Dollars

*and zero*

Cents

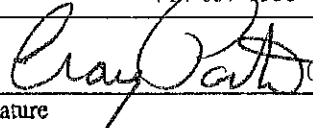
NOTE. The City reserves the right to award a contract in parts or in its entirety or for various alternates and reserves the right to reject all bids and re-advertise, as appears to be in its best interests of the City. A bid is required for this entire work, the estimated quantities set forth in this Bid Sheet being solely for the purpose of comparing bids, and final compensation under the Contract will be based upon the actual quantities of work satisfactorily completed. The unit and/or lump sum prices bid shall include all appurtenant expenses, taxes, royalties, and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures. The City reserves the right to increase or decrease the amount of any quantity shown and to delete any item from the Contract.


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

The undersigned bidder is licensed in accordance with the requirements of the Business and Professions Code, California Contractor's License No.- 782908, Class A (REQUIRED AT TIME OF AWARD).

CLASS A & C-12

Legal Business Name of Bidder	R.J. NOBLE COMPANY
Business Address	15505 E. LINCOLN AVENUE, ORANGE, CA 92865
Business Tel. No.	714-637-1550

X		08-08-18	CRAIG PORTER, SR. VICE PRESIDENT
	Signature	Date	Title

X		08-08-18	STEVE MENDOZA, SECRETARY
	Signature	Date	Title

Signature	Date	Title
-----------	------	-------

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 ORANGE )

On 08/08/2018 before me, J. DE IONGH, NOTARY PUBLIC

*Date Here Insert Name and Title of the Officer*

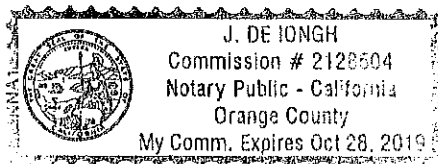
personally appeared CRAIG PORTER

*Name(s) of Signer(s)*

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 \_\_\_\_\_

*Signature of Notary Public*

J. DE IONGH

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

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State of California )  
County of ORANGE )

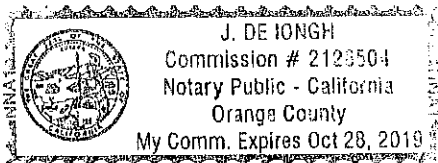
On 08/08/2018 before me, J. DE IONGH, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared STEVE MENDOZA  
Name(s) of Signer(s)

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 [Handwritten Signature]  
Signature of Notary Public  
J. DE IONGH

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

## INFORMATION REQUIRED OF BIDDER

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

Name of individual Contractor, Company or Corporation:

Business Address: 15505 E. LINCOLN AVENUE, ORANGE, CA 92865

Telephone and Fax Number: 714-637-1550 / 714-637-6321

California State Contractor's License No. and Class: 782908 CLASS A & C-12

(REQUIRED AT TIME OF AWARD)

Original Date Issued: Expiration Date: AUGUST, 2000 AUGUST 31, 2018

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

BRADEN PORTER, ESTIMATOR

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

Name	Title	Address	Telephone
MICHAEL J. CARVER,	PRESIDENT	15505 E. LINCOLN AVE., ORANGE, CA 92865	714-637-1550
CRAIG PORTER, SR.	VICE PRESIDENT	15505 E. LINCOLN AVE., ORANGE, CA 92865	714-637-1550
STEVE MENDOZA,	SECRETARY	15505 E. LINCOLN AVE., ORANGE, CA 92865	714-637-1550
JAMES N. DUCOTE,	TREASURER	15505 E. LINCOLN AVE., ORANGE, CA 92865	714-637-1550
AUSTIN CARVER,	V.P. OF OPERATIONS	15505 E. LINCOLN AVE., ORANGE, CA 92865	714-637-1550
KASONDRA CARVER,	V.P. OF MARKETING	15505 E. LINCOLN AVE., ORANGE, CA 92865	714-637-1550

Corporation organized under the laws of the State of CALIFORNIA

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

NONE TO REPORT

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
R.J. NOBLE COMPANY	1000004235	ORANGE	ORANGE	CSLB:782908	Active	05/08/2017	06/30/2018

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

NONE

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

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

N/A

Briefly summarize the parties' claims and defenses;

N/A

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

N/A

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

NO

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

NO

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

NO

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

Circle One

1. By you against the owner?  
Yes / No
2. By the owner against you?  
Yes / No
3. By any outside agency or individual for labor compliance (i.e. failure to pay prevailing wage, falsifying certified payrolls, etc..)  
Yes / No
4. By Subcontractors (Stop Notices, etc.)  
Yes / No



5. Are any claims or actions unresolved or outstanding? Yes / No

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

N/A

Failure of the bidder to provide ALL requested information in a complete and accurate manner may be considered non-responsive.

Subscribed and sworn to before me By

This 8TH day of AUGUST, 2018.

X

(Signature of Notary Republic)

J. DE IONGH

(SEAL)

(print name of Owner or  
President of Corporation/Company)

X

(Signature)

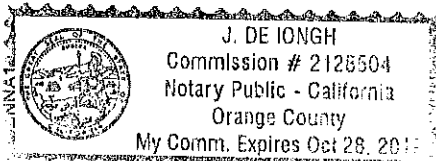
STEVE MENDOZA, SECRETARY

(Title)

08/08/18

(Date)

(Signature of Secretary of Corporation)



## REFERENCES

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

Bidders Name R.J. NOBLE COMPANY

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

For all public agency projects you have worked on (or are currently working on) in the past 2 years in excess of \$15,000, provide the following information:

1  
Project Name/Number MAIN STREET IMPROVEMENTS

Project Description AC PAVING, TRAFFIC LOOPS, ZEBRON COATING, TREE & STUMP REMOVALS, CONCRETE, ELECTRICAL, & STRIPING

Approximate Construction Dates From to SEPT 2016 - MARCH 2017

Agency Name CITY OF HUNTINGTON BEACH

Contact Person JOHN GRIFFIN Telephone (714) 375-5011

Original Contract Amount \$ 2,387,132.70 Final Contract Amount \$ 2,522,581.07

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

CHANGE ORDER

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

NO

2  
Project Name/Number ANNUAL PAVEMENT MAINTENANCE

Project Description AC PAVING, SURVEY, CONCRETE, CRACK SEAL, LOOPS, SLURRY SEAL, STRIPING & SIGNAGE

Approximate Construction Dates From JUNE 2017 to JANUARY 2018

Agency Name CITY OF ORANGE

Contact Person RANDY NGUYEN Telephone ( ) 714-744-5544

Original Contract Amount \$ 4,214,900.00 Final Contract Amount \$ 4,526,071.43

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

CHANGE ORDERS

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

NO

3

Project Name/Number WESTMINSTER AVE REHABILITATION

Project Description AC PAVING, SURVEY, CONCRETE, CRACK SEAL, LOOPS, SLURRY SEAL, SIGNAGE & STRIPING

Approximate Construction Dates From JUNE 2017 to JANUARY 2018

Agency Name CITY OF GARDEN GROVE

Contact Person NAVIN MARU Telephone ( ) 714-741-5000

Original Contract Amount \$ 1,864,336.25 Final Contract Amount \$ 1,869,570.29

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

EXTRA WORK

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

NO

4

Project Name/Number ANNUAL ROAD WAY RESURFACING

Project Description AC PAVING, GLASPAVE, UNDERGROUND PIPE WORK, CONCRETE, SIGNAGE & STRIPING

Approximate Construction Dates From NOVEMBER 2015 to JUNE 2016

Agency Name CITY OF DANA POINT

Contact Person MATT SINACORI Telephone ( ) 949-248-3554

Original Contract Amount \$ 1,848,846.00 Final Contract Amount \$ 2,137,096.80

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

CHANGE ORDER

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

NO

5

Project Name/Number PORTOLA PARKWAY RESURFACING PROJECT

Project Description AC PAVING, MONUMENT PRESERVATION, CRACKFILLING, LOOPS, TREE CLEARING, LANDSCAPING  
STORM DRAINS, CONCRETE, SIGNAGE & STRIPING

Approximate Construction Dates From MARCH 2017 to AUGUST 2017

Agency Name CITY OF LAKE FOREST

Contact Person DOUG ERDMAN Telephone ( ) 949-282-5233

Original Contract Amount \$ 1,443,200.00 Final Contract Amount \$ 1,491,232.76

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

EXTRA WORK

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

NO

6

Project Name/Number TYLER STREET WIDENING

Project Description AC PAVING, FENCE, RETAINING WALL, PIPE, LANDSCAPE, TREE REMOVAL, CONCRTE, SIGNAGE & STRIPING

Approximate Construction Dates From NOVEMBER 2015 to JUNE 2017

Agency Name CITY OF RIVERSIDE

Contact Person STEVE HOWARD Telephone ( ) 951-826-5567

Original Contract Amount \$ 5,872,373.05 Final Contract Amount \$ 6,045,243.82

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

CHANGE ORDER

---

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

NO

---

Attach additional sheets if necessary.

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

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



**Chuck Spiers**  
15505 E. Lincoln Ave.  
Orange, CA 92865

Office: (714) 637-1550

Email: [chuckspiers@rjnoblecompany.com](mailto:chuckspiers@rjnoblecompany.com)

## EXPERIENCE

### General Superintendent

R.J.Noble Company, Orange, CA, 2003 - Current

- Plan, direct, and manage designated projects
- Ensure that objectives are accomplished in accordance with outlined priorities
- Oversee daily job operations for multiple projects

### Foreman

R.J.Noble Company, Orange, CA, 2000 - 2003

- Delegate responsibilities and designed time schedules
- Order material & equipment on a daily basis

### Operator

Matich Corp., San Bernardino, CA 1989-2000

## EDUCATION

### High School

- Hemet High School, Class of 1988

## PROFESSIONAL TRAINING & CERTS

- CPR Certified, Expires 01/2018
- Fundamentals of Successful Project Management, 02/2014

## RECENT ACCOMPLISHMENTS

### Recently Completed Projects for RJ Noble

- |                            |                                 |
|----------------------------|---------------------------------|
| - City of Huntington Beach | Dec-15                          |
| Argosy, Yorktown & 6th St. | Contract Amount: \$1,800,000    |
| - City of Irvine           | Oct-15                          |
| Street Rehab               | Contract Amount : \$5.1 million |
| - City of Huntington Beach | Feb-17                          |
| Main, Talbert & Heil       | Contract Amount: \$2.6 million  |
| - Port of Long Beach       | Sep-16                          |
| Pier F Cutoff Wall         | Contract Amount: \$4 million    |



**Kori Porter**  
15505 E. Lincoln Ave.  
Orange, CA 92865

Office: (714) 637-1550

Email: [koriporter@rjnoblecompany.com](mailto:koriporter@rjnoblecompany.com)

## **EXPERIENCE**

### **Project Engineer**

R.J.Noble Company, Orange, CA, 2005 - Current

- Oversee multiple construction projects from beginning to end
- Manage all subcontractors compliance on project
- Maintain daily job costs for multiple projects
- Maintain project schedules, budgets, and compliance

## **EDUCATION**

### **Post Bachelorette**

- Masters of Science, Civil Engineering, Class of 2014  
California State University, Fullerton

### **College**

- Bachelor of Arts, Business Management, Class of 2005  
California State University, Fullerton

### **High School**

- Esperanza High School, Class of 2000

## **RECENT ACCOMPLISHMENTS**

### **Recently Completed Projects for RJ Noble**

- |  |   |
|--|---|
| - City of Yorba Linda<br>La Palma Ave      | Apr-16<br>Contract Amount: \$2.1 million  |
| - City of Dana Point<br>Annual Resurfacing | Jun-16<br>Contract Amount: \$2.1 million  |
| - City of Orange<br>Annual Pavement Maint  | Jul-16<br>Contract Amount: \$3.7 million  |
| - County of Orange<br>Ladera Ranch         | Feb-17<br>Contract Amount : \$3.4 million |

## DESIGNATION OF SURETIES

Bidders name R.J. NOBLE COMPANY

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

PATRIOT RISK & INSURANCE SERVICES

2415 CAMPUS DR SUITE 200, IRVINE, CA 92612

SCOTT SALANDI 949-486-7917 (BONDS)

LAURIE SYLVESTER 949-486-7900 (INSURANCE)



## ACKNOWLEDGEMENT OF ADDENDA

Bidders name R.J. NOBLE COMPANY

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

[illegible]

# CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name R.J. NOBLE COMPANY

Record Last Five (5) Full Years  
Current Year of Record

	Current Year of Record 2018	2017	2016	2015	2014	2013	Total	Year
No. of contracts	26	92	100	83	100	109	510	2018
Total dollar Amount of Contracts (in Thousands of \$)	35 MILLION	90 MILLION	84 MILL	93.5 MILL	95 MILL	94 MILL	491.50 MILLION	
No. of fatalities	NONE					ONE	ONE	
No. of lost Workday Cases	NONE						NONE	
No. of lost workday cases involving permanent transfer to another job or termination of employment	NONE						NONE	

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

Legal Business Name of Bidder R.J. NOBLE COMPANY

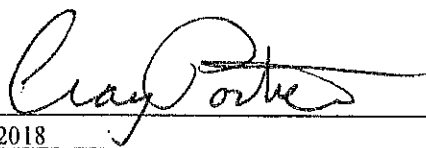
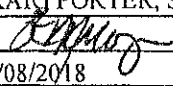
Business Address: 15505 E. LINCOLN AVE., ORANGE, CA 92865

Business Tel. No.: 714-637-1550

State Contractor's License No. and Classification: 782908 CLASS A & C-12

Title X Steve Mendoza STEVE MENDOZA, SECRETARY

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

Signature of bidder	X	
Date		08/08/2018
Title		CRAIG PORTER, SENIOR VICE PRESIDENT
Signature of bidder	X	
Date		08/08/2018
Title		STEVE MENDOZA, SECRETARY
Signature of bidder		
Date		
Title		
Signature of bidder		
Date		
Title		

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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.

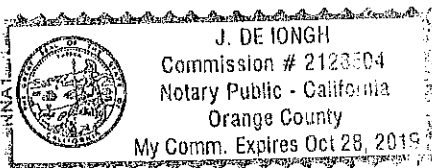
State of California )  
County of ORANGE )

On 08/08/2018 before me, J. DE IONGH, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared CRAIG PORTER  
Name(s) of Signer(s)

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 [Signature]  
Signature of Notary Public  
J. DE IONGH

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer -- Title(s): \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
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Signer Is Representing: \_\_\_\_\_

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State of California )  
County of ORANGE )

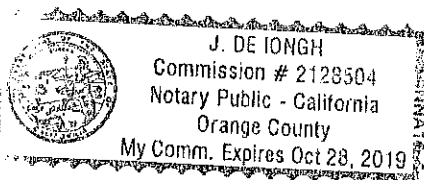
On 08/08/2018 before me, J. DE IONGH, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared STEVE MENDOZA  
Name(s) of Signer(s)

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 \_\_\_\_\_  
Signature of Notary Public  
J. DE IONGH

Place Notary Seal Above

**OPTIONAL**

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☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
( TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID )

State of California )SS.  
 )  
County of ORANGE )

STEVE MENDOZA , being first duly sworn, deposes and says that he ~~is~~ is  
SECRETARY of R.J. NOBLE COMPANY , the party making the foregoing bid, in accordance  
with Public Contracts Code Section 7106, declares that the bid is not made in the interest of, or on behalf  
of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is  
genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any  
other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived,  
or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding;  
that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or  
conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit,  
or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public  
body awarding the contract of anyone interested in the proposed contract; that all statements contained in  
the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or  
any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid,  
and will not pay, any fee to any corporation, partnership, company, association, organization, bid  
depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Project Name:  
FY 18/19 RESIDENTIAL & ARTERIAL STREETS REHABILITATION PROJECT

Legal Business Name of Bidder  
R.J. NOBLE COMPANY

Business Address  
15505 E. LINCOLN AVENUE, ORANGE, CA 92865

Business Tel. No.  
714-637-1550

Signature of bidder

X [Signature]  
Title  
STEVE MENDOZA, SECRETARY

Date:  
08/08/2018

Signature of bidder

X [Signature]  
Title  
CRAIG PORTER, SR. VICE PRESIDENT

Date: 08/08/2018

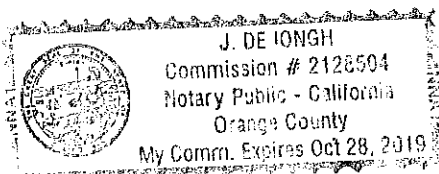
Subscribed and Sworn to before me on

(Notary Seal)

Signature X

[Signature]  
Notary Public

J. DE IONGH



## LIST OF SUBCONTRACTORS TO ACCOMPANY PROPOSAL

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid.

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid
NOBEST INC 7600 ACACIA AVE GARDEN GROVE, CA 92841 714-892-5583	A 6-12, 14 & 15	10%	CONCRETE	10%
MISSION PAVING 12747 SCHABARUM AVE IRWINDALE, CA 91706 626-452-8200	B 6	40% of schedule "B"	SLURRY	40% of schedule "B"
CL SURVEY 1269 POMONA RD STE. 108 CORONA, CA 92882 909-484-4200	A 2 B 2	1%	SURVEY	1%
5312 Superior Paving & Markings 50012 Cypress St. Cypress, CA 90630 714-995-9100	A 5 & 27	3%	STRIPING	3%
Smithson Electric 1938 E. Katella Ave. Orange 92667 714-997-9556	A 29	0.7%	LOOPS	0.7%
Global Road Sealing 10832 Dorrath Ave. Garden Grove, CA 92843 714-893-0845	PORTION OF A 4 & B4	2.5%	CRACK FILL	2.5%

## LIST OF SUBCONTRACTORS TO ACCOMPANY PROPOSAL

In compliance with the provisions of Public Contract Code Section-4104, the undersigned bidder submitting this bid proposal sets forth the name, place of business and the portion of the work to be performed by: (1)-each subcontractor who will perform work or labor or render service to the bidder (as general contractor) in or about the construction of the work or improvement; and (2)-each subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the bidder's total bid or, in the case of bids or offers for the construction of streets, highways or bridges, in excess of one-half of one percent of the bidder's total bid.

Subcontractor's Name, Address, Telephone #	Bid Item Number	Percent Of Total Bid	Description of Work	Percent of Total Bid



Bond No. N/A Bond Premium N/A

**BID BOND**  
**TO ACCOMPANY PROPOSAL**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Stanton, has issued an invitation for bids for the work described as follows:

FY 18/19 Residential and Arterial Streets Rehabilitation Project

WHEREAS

R.J. NOBLE COMPANY, 15505 E. LINCOLN AVENUE, ORANGE, CA 92865

(Name and address of Bidder)

("Principal"), desires to submit a bid to Public Agency for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Principal, and

Western Surety Company, 2020 Main Street, Suite 750, Irvine, CA 92614

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency in the penal sum of ten percent of amount bid

Dollars (\$ 10%), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the hereby bounded Principal is awarded a contract for the work by the Public Agency and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage, 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, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.


Dated: August 1, 2018

"Principal"

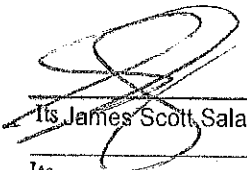
R.J. NOBLE COMPANY

Surety"

Western Surety Company

By: X  By:  
Its CRAIG PORTER, SR. VICE PRESIDENT

By: X  By:  
Its STEVE MENDOZA, SECRETARY

  
By: Its James Scott Salandi, Attorney-in-fact  
By: Its

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

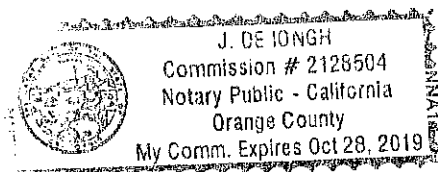
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of ORANGE )  
On 08/02/2018 before me, J. DE IONGH, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer  
personally appeared CRAIG PORTER  
Name(s) of Signer(s)

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

*Signature of Notary Public*

J. DE IONGH

Place Notary Seal Above

**OPTIONAL**

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**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

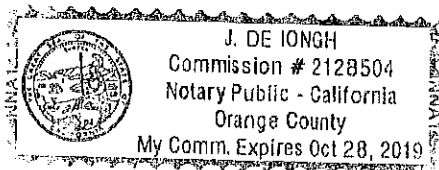
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State of California )  
 County of ORANGE )  
 On 08/02/2018 before me, J. DE IONGH, NOTARY PUBLIC  
*Date Here Insert Name and Title of the Officer*  
 personally appeared STEVE MENDOZA  
*Name(s) of Signer(s)*

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 [Signature]  
*Signature of Notary Public*  
 J. DE IONGH

*Place Notary Seal Above*

**OPTIONAL**

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☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_  
 Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
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 Signer Is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

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State of California  
County of Orange

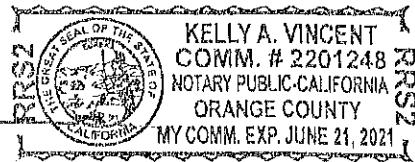
On AUG 01 2018 before me, Kelly A. Vincent, a Notary Public  
(insert name and title of the officer)

personally appeared James Scott Salandi, Attorney-in-Fact  
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 Kelly A. Vincent (Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**James Scott Salandi, Leonard Ziminsky, David Jacobson, Individually**

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of June, 2017.



WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

State of South Dakota }  
County of Minnehaha }

88

On this 21st day of June, 2017, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this AUG 01 2018 day of \_\_\_\_\_.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

## PREBID SITE INSPECTION CERTIFICATION

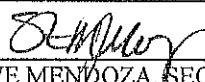
The bidder hereby certifies that he/she and his/her subcontractors have inspected the site and related specifications of work and fully acquainted themselves with all conditions and matters which might in any way affect the work, time of completion or the cost thereof, including, but not limited to scheduling and disclosed outside Contracts involving this work.

The bidder also certifies he/she has observed the designated Contractor work areas and access routes, if disclosed or shown, as part of work in this Contract.

BIDDER:

R.J. NOBLE COMPANY

X



STEVE MENDOZA, SECRETARY

Date: 08/08/2018

Persons who inspected site of the proposed work for your firm:

Name BRADEN PORTER

Date of Inspection 08/5/2018

Title ESTIMATOR

Name \_\_\_\_\_

Date of Inspection \_\_\_\_\_

Title \_\_\_\_\_

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

**TO:** Honorable Mayor and City Council

**DATE:** September 11, 2018

**SUBJECT: CARRYOVER PURCHASE ORDERS FROM FY 2017-18 TO FY 2018-19**

### **REPORT IN BRIEF:**

At each fiscal year end, City staff reviews remaining unspent budget appropriations at the end of the year to determine if any encumbered purchase orders should be carried forward from one fiscal year to the next. This report requests the carryover of 15 open purchase orders from FY 2017/18 to FY 2018/19, totaling \$711,749.01.

### **RECOMMENDED ACTION:**

- 1) That City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a director reasonably foreseeable indirect physical change in the environment) and 15060 (c)(3) (the activity is not a project as defined in Section 15378 of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.
- 2) That City Council adopt Resolution No. 2018-39 approving the carryover of certain purchase orders from fiscal year 2017/18 to fiscal year 2018/19.

### **BACKGROUND:**

At the end of each fiscal year, departments are asked to review their budgets and determine, what, if any, purchase orders should be carried over to the subsequent fiscal year or closed. City Council is requested by staff to carry over to the next fiscal year purchase orders for which remaining funds are available on the purchase order and the project is not completed.

### **ANALYSIS:**

No budget adjustment is necessary this year to provide for the carryover of unspent appropriations as of June 30, 2018 to fiscal year 2018/19.



City staff does request that \$711,749.01 of encumbered appropriations from 15 open purchase orders as of June 30, 2018 be carried over to fiscal year 2018/19. Details for these 15 purchase orders (purchase order number, account number, vendor name, description and amount) are listed on the accompanying Exhibit A.

**FISCAL IMPACT:**

The action to carryover the requested \$711,749.01 of encumbered appropriations will increase the FY 2018/19 Budget by those amounts. The most significant dollars in encumbrances are in Gas Tax, Capital Projects, Measure M Grant, and Lighting & Landscaping District Funds. The General Fund impact is \$43,874. When the FY 2018/19 Budget was being developed, the amount of remaining funds in the related purchase orders were unable to be determined.

**ENVIRONMENTAL IMPACT:**

None.

**LEGAL REVIEW:**

The City Attorney has reviewed and approved this report.

**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  
Administrative Services Director

Approved:



Stephen M. Parker, CPA  
Acting City Manager

**Attachments:**

- A. Resolution No. 2018-39  
Exhibit A – Purchase Order Carryover List

**RESOLUTION NO. 2018-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, APPROVING THE CARRYOVER OF CERTAIN APPROPRIATIONS FROM FY 2017/18 TO FY 2018/19**

**WHEREAS**, the City Council of the City of Stanton adopted the FY 2017/18 City Budget with the passage of Resolution No. 2018-23; and

**WHEREAS**, certain 2017/18 purchase orders identified in Exhibit A will not be closed until FY 2018/19 and were not included in the 2018/19 adopted budget due to timing constraints inherent in the budgetary process.

**NOW THEREFORE, BE IT RESOLVED** that the appropriations for the expenditures included in Attachments A shall be carried over into FY 2018/19, and that the Administrative Services Director shall cause the necessary increases in appropriations to be made to the 2018/19 Budget to reflect such carryovers.

**ADOPTED, SIGNED AND APPROVED** this 11<sup>th</sup> day of September, 2018.

---

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

---

MATTHEW E. RICHARDSON,  
CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2018-39 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 September 11, 2018, and that the same was adopted, signed and approved by the following vote to wit:

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

NOES \_\_\_\_\_

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

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

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

**City of Stanton**  
**Purchase Order Carryovers From FY 2017-18 to FY 2018-19**

PO Number	Account Number	Vendor Name	Description	Amount
628	220-3500-710190	Tait & Associates Inc.	Design support & plan development for ????	\$ 7,000.00
670	211-3510-710205	David Volz Design	City Hall Plaza Improvement Project consulting	\$ 12,644.80
692	211-3500-608105	W.G. Zimmerman Engineering, Inc.	Lola Ave traffic calming study	\$ 2,219.30
698	211-6300-703100	Wondries Fleet Group	Graffiti removal truck	\$ 126,376.91
706	225-3520-604110	Scott E. Gobble	Consulting on Rule 20-A Beach Blvd???	\$ 150.00
719	220-3500-710190	Tait & Associates Inc.	Design for 2017 Citywide Overlay Project	\$ 26,532.42
725	225-3520-608105	Scott E. Gobble	Professional services for street light acquisition??	\$ 3,000.00
727	101-3500-602140	Bravo Sign and Design Inc.	Replace Chapman/Park Plaza Street ID???	\$ 6,637.50
731	225-3520-608105	Hartzog & Crabill	Construction engineering services for ????	\$ 11,251.53
732	211-3510-710205	CS Legacy Construction Inc.	Community Center and Civic Center A????	\$ 253,513.41
732	305-1600-710145	CS Legacy Construction Inc.	Community Center and Civic Center A????	\$ 118,486.64
736	305-5200-710147	Quality Fence Co., Inc.	Fencing at Community Services Center	\$ 64,900.00
737	101-1510-608145	Vermont Systems Inc.	3.1 Upgrade Migration Assistance and ???	\$ 7,149.00
738	101-3200-603110	Climatec, LLC	Supply and installation of hardware and ????	\$ 23,450.00
739	305-1600-710145	Dulux Painting Inc.	Civic Center and Library Painting Project	\$ 41,800.00
740	101-3500-602140	Bravo Sign and Design Inc.	Replacement of Bever Pl & Chapman	\$ 6,637.50
				<b>\$ 711,749.01</b>

# **CITY OF STANTON**

## **REPORT TO CITY COUNCIL**

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

**DATE:** September 11, 2018

**SUBJECT: RESOLUTION 2018-37 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON VACATING THE ALLEY BETWEEN 8031/8051 MAIN STREET AND 10581 CHESTNUT AVENUE.**

### **REPORT IN BRIEF:**

Mr. Allen Othman of USS Cal Builders has requested that the City vacate the alley between 8031/8051 Main Street and 10581 Chestnut Avenue. As required by the California Streets and Highways Code, the Planning Commission has found that the proposed vacation is consistent with the General Plan. Also as required by the Code, on August 14, 2018 the City Council to adopted Resolution 2018-36 indicating their intention to vacate the alley and setting September 11, 2018 as the date for a public hearing to publicly consider the alley vacation and directing City staff to post and publish the statutorily required notices.

### **RECOMMENDED ACTION:**

1. Declare that the project is categorically exempt per California Environmental Quality Act, Public Resource Code Section 15301 (Existing Facilities) and Section 15305 (Minor Alterations in Land Use Limitations); and
2. Receive testimony from the public and determine whether to adopt Resolution 2018-37 vacating the alley between 8031/8051 Main Street and 10581 Chestnut Avenue.

### **BACKGROUND:**

USS Cal Builders has owned the two properties at 8031 and 8051 Main Street for many years. They recently acquired the property at 10581 Chestnut. A public alley is located between the properties, and they have asked that it be vacated. Once vacated, the property would, per standard procedure, become part of those adjacent properties and no longer be available for public use.

The alley enables vehicular access between Chestnut Avenue and an alley running parallel to and east of Beach Boulevard. The portion of the alley requested for vacation is approximately 15 lineal feet in width and 112.5 lineal feet in length — 1,687.5 square feet of public alley.

## **ANALYSIS AND JUSTIFICATION:**

The Streets and Highways Code (SHC) allows public agencies like the city to "vacate" a street, which means to terminate the agency's interest in the street or alley. The process to implement a street vacation is outlined in the SHC Section 8320, et seq. Pursuant to the SHC, a street vacation request involves a two-step process. The first step involves the initial review of the request and the adoption of a Resolution of Intention to Vacate the right-of-way, which was adopted August 14, 2018. The Resolution set September 11, 2018 at 6:30 pm as the time for the Council to publicly consider the proposed street vacation and directed City staff to post and publish notices, as statutorily required. The second step is to conduct a noticed public hearing and the adoption of a Resolution to formally vacate the street. To vacate the alley, the City would have to make a finding that the alley is "unnecessary for present or prospective public use." The vacation should be reviewed in the interest of safety, convenience, and public welfare, and not for the sole benefit of the abutting property owner.

Several other similar alleys have been vacated in the past in the general area of the proposal. Please note that the subject alley, which is a width of 15 feet, is inadequate per Fire Department regulations.

## **FISCAL IMPACT:**

The cost associated with the processing of this request is included in the review fee to be paid by the applicant in accordance with the City's adopted fee schedule.

## **ENVIRONMENTAL IMPACT:**

This project has been determined to be exempt from the California Environmental Quality Act ("CEQA") under Sections 15301 (existing facilities) and 15305 (minor alterations in land use limitations).

## **PUBLIC NOTIFICATION:**

Through the regular agenda posting process. Also, a Public Notice was placed in the Orange County News (OC News) August 29th and September 5th. Additionally boards were placed at both ends of the subject alley announcing the public hearing.

## **STRATEGIC PLAN OBJECTIVE ADDRESSED:**

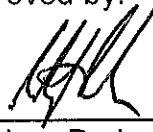
5 - Provide a high quality of life.

Prepared by:



Allan Rigg, PE AICP  
City Engineer

Approved by:



Stephen Parker  
Acting City Manager

**ATTACHMENTS:**

- Resolution 2018-37
- Letter from USS Cal Builders
- Public Notice

**RESOLUTION NO. 2018-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, VACATING A PORTION OF A PUBLIC ALLEY LOCATED BETWEEN 8031/8051 MAIN STREET AND 10581 CHESTNUT AVENUE, PURSUANT TO STREETS AND HIGHWAYS CODE SECTIONS 8300 ET SEQ., AND DETERMINING THAT SUCH VACATION IS CONSISTENT WITH THE CITY'S GENERAL PLAN**

WHEREAS, the City of Stanton ("City") holds a right-of-way for alley and public utility purposes over, under and upon that portion of public rights-of-way know as the alley between 8031/8051 Main Street and 10581 Chestnut Avenue and more fully described and depicted in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter, the "**Vacated Area**"); and

WHEREAS, the Vacated Area is no longer needed for public right of way or alley purposes, is unnecessary for present or prospective public use, and will be incorporated into the adjoining properties; and

WHEREAS, the vacation of the Vacated Area is made pursuant to the requirements of California Streets and Highways Code, Division 9. - Change of Grade and Vacation, Part 3. - Public Streets, Highways, and Service Easements Vacation Law (Streets & Highways Code sections 8300 et seq.), Chapter 3. – General Vacation Procedure; and

WHEREAS, there are no existing public utilities and easements for public utilities in the Vacated Area; and

WHEREAS, Section 8313(b) of the Streets and Highways Code and Section 65402 of the Government Code require that any proposed vacation be reviewed for conformity with the City's General Plan; and

WHEREAS, the Planning Commission, on July 18, 2018, and City Council, on September 14, 2018, have determined that this vacation is consistent with and in conformity with the General Plan of the City of Stanton; and

WHEREAS, on August 14, 2018, the City Council adopted Resolution No. 2018-36 ("Resolution of Intent") ratifying its prior declaration of intent on September 11, 2018 to vacate the Vacated Area, as more particularly described in said Resolution; and

WHEREAS, the Resolution of Intent gave notice that on the 11<sup>th</sup> of September, 2018 at 6:30 p.m., in the Stanton City Council Chambers, the City Council would hear any and all persons interested in or objecting to the proposed vacation of the Vacated Area; and

WHEREAS, proper notice giving the date, time and place of the public hearing was published in the manner prescribed by law; and



WHEREAS, notices of the proposed vacation of the Vacated Area, stating the purpose of the Resolution of Intent and the time and place set for the public hearing, were posted in the Vacated Area in the manner prescribed by law; and

WHEREAS, on September 11, 2018, at 6:30 p.m. in the City Council Chambers, the City Council heard any and all persons interested in or objecting to the proposed vacation of said portions of the public right-of-way.

BE IT NOW THEREFORE RESOLVED AND ORDERED AS FOLLOWS:

1. General Plan Consistency. The City Council hereby finds that vacation of the Vacated Area, as more specifically described and depicted in the attached Exhibit "A," is consistent and in conformity with the General Plan of the City of Stanton because the vacation will "Increase the non-financial incentives for lot consolidation in selected industrial, commercial, and medium and high density residential areas" (Community Development Strategy LU-5.1.1); and "Improve the quality of industrial uses located within the city" (Economic Development Goal ED-1.3)..

2. Findings of No Need for Vacated Area. The Vacated Area as described in Exhibit "A" of this Resolution is not necessary for prospective vehicular traffic, non-vehicular traffic or other public street purposes because access is provided through other right of ways; and

3. Order of Vacation. Based on the above stated facts, conclusions, and findings, the City Council hereby vacates the Vacated Area described in Exhibit "A" to this Resolution.

4. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this \_\_\_\_\_.

\_\_\_\_\_  
Dave Shawver, Mayor

ATTEST:

\_\_\_\_\_  
Patricia A Vazquez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Matthew E. Richardson, City Attorney

## EXHIBIT "A"

SCALE: 1" = 50'

CHESTNUT AVENUE

EXISTING ALLEY  
TO BE VACATED

APN  
126-433-06

APN  
126-433-07

APN  
126-433-08

ALLEY

MAIN STREET

**LEGEND**



PORTION OF ALLEY TO BE VACATED  
IN FAVOR OF APN 126-433-06



PORTION OF ALLEY TO BE VACATED  
IN FAVOR OF APN 126-433-07



PORTION OF ALLEY TO BE VACATED  
IN FAVOR OF APN 126-433-08

SHEET  
1  
OF  
1

**ALLEY VACATION - USS CAL BUILDERS  
CITY OF STANTON  
APN 126-433-06, 07, 08**

June 11<sup>th</sup>, 2018

To: The City of Stanton

From: Property Owner of 8031 & 8051 Main Street and Property Owner of 10581 Chestnut Avenue located in Stanton, CA 90680

To Stanton City Council:

The property owners of the above properties are proposing a right of way vacation in the City of Stanton. The right of way is a small alley adjacent to the subject properties and provides limited access to the surrounding area. It currently serves access from a larger alley between Beach Blvd and Chestnut Avenue and direct access to Chestnut Avenue.

At present time, the alley is seldom used, and is subject to public oversight and maintenance.

The right of way vacation will provide several private & public benefits and is something the property owners are recommending.

The public benefits:

- Private maintenance of graffiti and weed removal
- Reduction of homelessness in the immediate area
- The owners propose to fence the alley for increased safety

The private benefits:

- Greater control over the activities in the immediate area
- Increased safety for employees
- Better flow of traffic and parking

We believe the above benefits provide the required findings for the granting of a right of way vacation of the proposed alley.

We are happy to answer any questions.

Sincerely,



Allen Othman

# PUBLIC NOTICE

## NOTICE OF PUBLIC HEARING BY THE CITY OF STANTON

### *CITY COUNCIL*

### STANTON CITY COUNCIL CHAMBERS 7800 KATELLA AVENUE

DATE: September 11, 2018 TIME: 6:30 P.M.

TO CONSIDER: A proposed street vacation of an alleyway located between the properties 8031-8051 Main Street and 10581 Chestnut Avenue, pursuant to the California Street and Highways Code Section 8320, *et seq.*

SUBMITTED BY: City of Stanton

The City Council of the City of Stanton will hold a public hearing during the regularly scheduled meeting of the City Council on September 11, 2018 to consider a Resolution ordering a public street vacation of an alleyway located between the properties of 8031-8051 Main Street and 10581 Chestnut Avenue pursuant to the California Streets and Highways Code Chapter 3 of Part 3 of Division 9, Section 8320 *et seq.*

The subject alleyway runs in an east-west direction with the initiating point on Chestnut Ave., and the terminus point at a north-south alleyway located just east of Beach Blvd. There are three properties directly adjacent to the alleyway, 8031 and 8051 Main Street adjoins the alleyway to the south, and 10581 Chestnut Avenue adjoins the alleyway to the north. The proposal before the City Council is to vacate the entire length of the alleyway, which is approximately 125 lineal feet. Included as Exhibit "A" to this Public Notice is a map that depicts and identifies the alleyway requested to be vacated.

In accordance with the requirements of the California Environmental Quality Act, this project has been determined to be exempt under Section 15301 (Existing Facilities) and Section 15305 (Minor Alterations in Land Use Limitations).

DATED: August 27, 2018

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

It is the intention of the City of Stanton to comply with the Americans with Disabilities Act (ADA). If you require special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (714) 379-9222 at least 48 hours prior to the meeting to inform us of your particular needs.

# CITY OF STANTON

## REPORT TO CITY COUNCIL

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

**DATE:** September 11, 2018

**SUBJECT: AGREEMENT RETAINING ROBERT W. HALL AS INTERIM CITY MANAGER**

### REPORT IN BRIEF:

Pursuant to City Council direction given at the special City Council meeting on September 5, 2018, the City Attorney's office has prepared a professional services agreement retaining Robert W. Hall as Interim City Manager.

### RECOMMENDED ACTION:

1. Declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA; and
2. Approve Budget Adjustment No. 2019-01 to appropriate \$90,960 to the City Manager Professional Services account in the General Fund for this contract.
3. Authorize the Mayor to sign a Professional Services Agreement for Management Consulting with Robert W. Hall as Interim City Manager.

### ANALYSIS/JUSTIFICATION:

The City Council held a special meeting on September 5, 2018 to discuss the position of Interim City Manager and interview three potential candidates. The City Council directed the City Attorney's office to negotiate an agreement with the preferred candidate, Mr. Robert W. Hall, to be brought back to the City Council at its regular meeting on September 11, 2018. The City Attorney's office has negotiated the attached agreement with Mr. Hall for City Council's approval. Pursuant to the terms of the agreement, Mr. Hall shall serve as the Interim City Manager while the City conducts its recruitment for a permanent City Manager.

**FISCAL IMPACT:**

With the approval of Budget Adjustment No. 2019-01, funds for the contract will be budgeted in account 101-1300-608105. Per the negotiated contract, Mr. Hall will be paid at a rate of \$94.75 per hour, which is consistent with the salary paid to the prior City Manager and meets the requirements of the California Public Employees Retirement System (CalPERS) for hiring CalPERS retirees. Mr. Hall is expected to work approximately 20 to 30 hours per week, but not to exceed 960 hours for the term of the contract.

**ENVIRONMENTAL IMPACT:**

In accordance with the requirements of the CEQA, this project has been determined to be not a project under Section 15061(b)(3).

**LEGAL REVIEW:**

The City Attorney's office negotiated and drafted the contract for Interim City Manager.

**PUBLIC NOTIFICATION:**

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

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

6 – Maintain and Promote a Responsive, High Quality and Transparent Government

Prepared/Approved by:



---

Stephen M. Parker, CPA  
Acting City Manager

**ATTACHMENTS:**

- A. Budget Adjustment No. 2019-01
- B. Professional Services Agreement for Management Consulting as Interim City Manager

**CITY OF STANTON BUDGET ADJUSTMENT AUTHORIZATION**

BA # 2019-01

**Date:** September 6, 2018

**Title:** Acting City Manager

**Date:** September 11, 2018

**Title:** Administrative Services Director

Administrative Services Department

[illegible]

**JUSTIFICATION:**

To provide appropriation for the Interim City Manager contract.

**Budget Adjustment Request Approved:**

Date \_\_\_\_\_

Budget Adjustment Processed:	
------------------------------	--

Entered by

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



**CITY OF STANTON**  
Professional Services Agreement for  
Management Consulting as Interim City Manager

**1. PARTIES AND DATE.**

1.1. This Agreement is made pursuant to Section 2.08.010 of the City of Stanton Municipal Code and shall be effective on the 11<sup>th</sup> day of September, 2018 by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Ave., California 90680 ("City") and Robert W. Hall, an individual ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

1.2 City's Representative. The City hereby designates the Assistant City Manager to act as City's representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement and other agreements between City and Consultant.

**2. RECITALS.**

**2.1 Contemplated Project.** City desires to engage Consultant as an independent contractor to render professional management consulting services as necessary to fulfill the functions and duties of the City of Stanton's Interim City Manager in conjunction with the interim period.

**2.2 Consultant.** Consultant desires to provide professional management services in order to fulfill the duties of Interim City Manager, as required by the City on the terms and conditions set forth in this Agreement. Consultant represents that its leaders and employees are experienced in providing professional management services as Interim City Manager to public clients, is licensed in the State of California, and is familiar with the operations of City.

**3. TERMS.**

**3.1 General Scope of Services.** Consultant agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately provide management consulting services ("Services") as Interim City Manager. The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

**3.2 Period of Performance.** The Term of this Agreement shall extend from the effective date in Section 1.1 of this Agreement to March 31, 2019, unless earlier terminated as provided herein.

**3.3 Termination of Agreement.**

3.3.1 Grounds for Termination. A party may, by written notice to the other Party,

terminate this Agreement at any time, with or without cause by giving written notice of the termination, basis of termination, and effective date to the other party.

**3.3.2 Effect of Termination.** If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

**3.3.3 Additional Services.** In the event this Agreement is terminated, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**3.4 Responsibilities and Authority of Consultant.** The Parties agree that Consultant shall at all times be considered an independent contractor to the City and that the relationship created by this Agreement is that of an independent contractor. Consultant and Consultant's employees shall not be considered an agent or employee of the City and shall not be entitled to the benefits provided by the City to its employees, including but not limited to, paid vacation, workers' compensation insurance, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, unemployment insurance or retirement contributions. Consultant and its employees shall not be subject to City's personnel rules and regulations. Notwithstanding the foregoing, Consultant may elect to participate in any salary deferral program under Internal Revenue Code section 457 that is maintained by the City and for which Consultant is eligible, without contribution from the City.

**3.4.1 Control and Payment: Independent Contractor.** The Services shall be performed by Consultant. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement.

**3.4.2 Safety.** Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

**3.4.3 Coordination of Services.** Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

**3.4.4 Standard of Care; Performance of Employees.** Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that he/she is skilled in the profession necessary

to perform the Services. Consultant represents that he/she has all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at his/her own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

3.4.5 Laws and Regulations. Consultant shall keep himself/herself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of Services. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.4.6 Conflicts of Interest Avoidance and Disclosure. Consultant agrees to act in the best interest of the City at all times in the conduct of its duties under this agreement. During the period of performance, Consultant covenants not to engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be perceived to conflict, with the proper discharge of Consultant's duties under this Agreement. This applies to the Consultant's conduct of duties arising out of this Agreement, as well as duties Consultant may perform beyond the scope of this Agreement in the service of Consultant's other clients.

3.4.6.1 Remedial Action. If the City Attorney determines that an irreconcilable conflict of interest exists, the City will have the right to immediately terminate this Agreement. If Consultant becomes aware of an actual or perceived conflict of interest, Consultant shall immediately inform the City's Representative and the City Attorney.

3.4.7 Representative of City. Consultant may act as a representative of City in such a manner as may be required to carry out Consultant's duties under this Agreement.

### **3.5 Fees and Payments.**

3.5.1 Compensation. Consultant shall receive compensation for all Services rendered under this Agreement in the form of an hourly fee.

3.5.1.1 Hourly Fee. Consultant shall receive \$94.75 per hour of work performed under this Agreement, minus any applicable payroll taxes required by state and federal law, payable in accordance with the City's established protocols and procedures used for City employees, with total hours worked under this Agreement not to exceed 960 in Fiscal Year 2018/2019, in accordance with Government Code section 21221.

Consultant shall be responsible for ensuring that he/she does not exceed the 960 hour per fiscal year limit. Consultant is expected to work approximately twenty (20) to thirty (30) hours a week, including attendance at all City Council meetings.

3.5.1.2 General Expenses. Consultant shall not be entitled to receive reimbursement for general expenses incurred, nor shall he/she be expected to incur such expenses, in the performance of his/her duties pursuant to this Agreement. Consultant may not invoice the City for travel to and from home to the City, or work of a personal nature, even if performed while at the City and during regular business hours of the City. Notwithstanding the foregoing, if Consultant incurs an extraordinary expense related to the performance of his/her obligations pursuant to this Agreement and wishes to seek reimbursement from the City for such expense incurred, he/she shall do so by submitting a request for reimbursement to the Assistant City Manager for approval. Any such request must be accompanied by a brief description of the expense and copies of receipts substantiating the expense. Consultant shall be entitled to reimbursement for any costs or expenses incurred in the performance of Consultant's duties under this Agreement, so long as the expenses are necessary to the operations of the City and relevant to the Agreement's Scope of Services.

3.5.2 Payment of Compensation. Consultant shall furnish City with an original monthly invoice for the fees and any additional expenses incurred during the month. The invoice shall detail charges by categories, including fees, travel, materials, equipment, supplies, and other miscellaneous expenses. The Assistant City Manager shall review each month's invoice. If the Assistant City Manager approves of the charges, he will sign and date the invoice and provide it to Administrative Services for processing.

3.5.2.1 Invoices. Consultant shall submit an invoice within ten (10) days of the end of the month and provide the invoice and supporting documentation directly to the City's Representative, and to the City Clerk for distribution to the City Council.

3.5.2.2 Authorization for Payment by Assistant City Manager. City will pay all approved charges within forty-five (45) days. In the event any charges or expenses are disputed, the City will pay the undisputed portion of the invoice and the Assistant City Manager will provide written notice to Consultant as to the basis for disputing the remaining invoice amount within forty-five (45) days.

**3.6 Accounting Records.** Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years

from the date of final payment under this Agreement.

### **3.7 Ownership of Materials and Confidentiality.**

3.7.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.7.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.7.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

**3.8 Cooperation; Further Acts.** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

BB&K

**3.9 Attorney's Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

**3.10 Entire Agreement.** This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

**3.11 Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Orange County.

**3.12 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**3.13 City's Right to Employ Other Consultants.** City reserves right to employ other consultants related to the contemplated management consulting services.

**3.14 Successors and Assigns.** Subject to Sections 3.16 and 3.18 of this Agreement below, this Agreement shall be binding on the successors and assigns of the parties.

**3.15 Assignment or Transfer.** Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**3.16 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.17 Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless approved by the City Council, executed in writing, and signed by authorized representatives of both Parties.

**3.18 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**3.19 No Third Party Beneficiaries.** There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

**3.20 Invalidity; Severability.** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**3.21 Prohibited Interests and Political Contributions.**

3.21.1 Consultant maintains and warrants that it has not employed nor retained any company or person, other than bona fide employees working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**3.22 Labor Certification.** By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California 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 agrees to comply with such provisions before commencing the performance of the Services.

**3.23 Authority to Enter Agreement.** Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

**3.24 Subcontracting - Prior Approval Required.** Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**3.25 Insurance.** Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance described in Exhibit "B" which is attached hereto and incorporated herein by reference.

**3.26 Indemnification.**

3.26.1 Scope of Indemnity To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of expert witness fees and attorney fees and other related costs and expenses.

3.26.2 Additional Indemnity Obligations. Consultant shall defend, with Counsel of City's approval and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.26.1 that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

*[Signatures on following page]*



AGREEMENT EXECUTION PAGE

**IN WITNESS WHEREOF**, City and Consultant have signed and executed this Professional Services Agreement and the Agreement is held to be in force on the date provided in Section 1.1. of this Agreement.

City of Stanton

[CONSULTANT]

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

David J. Shawver

Mayor

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

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

*Acting with the approval of the City Council  
of the City of Stanton resolved at the Council  
Meeting held on the 11th day of September,  
2018 in accordance with Title 2, Chapter  
2.08 of the Stanton Municipal Code.*

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

Attest:

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

Patricia A. Vazquez

City Clerk

Approved as to Form:

Best Best & Krieger LLP

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

Matthew E. Richardson

City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant shall serve as Interim City Manager of the City. Consultant shall execute the functions and duties of the City Manager's Office as enacted in Title 2, Chapter 2.08 of the City of Stanton Municipal Code. Code provisions relevant to the Interim City Manager functions and duties are restated and incorporated into this Agreement as follows:

#### **2.08.050 Powers and duties.**

The city manager shall be the administrative head of the city government under the direction and control of the city council, except as otherwise provided in this chapter. He shall be responsible for the efficient administration of all the affairs of the city which are under his control. In addition to his general powers as administrative head, and not as a limitation thereon, it shall be his duty, and he shall have the power:

- A. To see that all laws and ordinances of the city are duly enforced, and that all franchises, permits and privileges granted by the city are faithfully observed;
- B. To give directions to all heads of departments, subordinate officers and employees of the city, except the city attorney; to transfer employees from one department to another; provided, however, that nothing contained in this section shall be construed to supersede the authority of the city council under other ordinances;
- C. To appoint, promote, demote, and remove the officers and employees of the city, except the city attorney, subject to the personnel system of the city;
- D. To exercise supervision over all departments of the city government and over all appointive officers and employees thereof, except the city attorney;
- E. To attend all meetings of the city council unless excused therefrom by the council, except when his removal is under consideration by the council;
- F. To recommend to the city council for adoption, such measures and ordinances as he deems necessary or expedient;
- G. To keep the city council, at all times, fully advised as to the financial conditions and needs of the city;
- H. To prepare and submit to the city council the annual budget;
- I. To direct and supervise the purchase and acquisition in any lawful manner, of all property, equipment, services, materials, and supplies for the city and for all departments and divisions thereof, provided the purchase or acquisition thereof has been approved by the city council. No expenditure shall be submitted or recommended to the city council except on report or approval of the city manager;
- J. To make investigations into the affairs of the city, and any department or division thereof, and any contract, or the proper performance of any obligations running to the city;
- K. To investigate all complaints in relation to matters concerning the administration of the city government, and in regard to the service maintained by public utilities in the city, and to see that all franchises, permits and privileges granted by the city are faithfully performed and observed;

L. To exercise general supervision over all public buildings, public parks, and other public property which are under the control and jurisdiction of the city council and not specifically delegated to a particular board or officer;

M. To devote his entire time to the duties of his office and the interests of the city;

N. To perform such other duties and exercise such other powers as may be delegated to him from time to time by ordinance or resolution of the city council.

#### 2.08.060 Powers subject to any civil service provisions and personnel system.

The exercise of the powers and duties of the city manager set forth in this chapter shall be subject to this chapter and to any rules and regulations heretofore or hereafter adopted as to classification of employees, the appointment, transfer, promotion, demotion, removal, suspension, dismissal, and reinstatement of such employees and the procedures outlined therein governing the same.

#### 2.08.070 Orders and directions.

Individual members of the city council shall deal with the administrative services of the city only through the city manager, except for the purpose of inquiry, and no individual member of the city council shall give orders to any subordinates of the city manager. Except at a council meeting, by motion, no member of the city council shall demand the appointment or removal of any person by the city manager. There is retained to the city council the sole power of being the policy making and legislative body of the city, and the duties and powers of the city manager are expressly confined to the administrative services of the city under ordinances, resolutions, or motion of the council, or under state law. The city manager may attend any and all meetings of any commissions or boards heretofore or hereafter created by the city council, upon his own volition, or upon direction of the city council. At any such meetings at which the city manager attends, he shall be heard by such commissions and boards as to all matters upon which he wishes to address them.

#### 2.08.080 Cooperation of other city officials.

It shall be the duty of all subordinate officers, and the city clerk, the city treasurer, and the city attorney, to cooperate with and assist the city manager in administering the affairs of the city most efficiently, economically and harmoniously, so far as may be consistent with their duties as prescribed by law and ordinances of the city.

#### 2.08.090 Political action.

The city manager is prohibited from engaging in any local political activity, either soliciting funds or actively supporting any official or candidate for any municipal office.

#### 2.08.100 Removal.

The removal of the city manager shall be only on a majority vote of the whole council.

## EXHIBIT "B"

### REQUIRED INSURANCE

Section 1. Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder and without limiting the indemnity provisions of the Agreement, the Consultant in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement, the following policies of insurance. If the existing policies do not meet the Insurance Requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

- (a) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for cross liability exclusion for claims or suits by one insured against another.
- (b) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) Professional Liability: Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

- (d) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

Section 2. Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

- (a) The policy or policies of insurance for Commercial General Liability shall be endorsed to provide the following:
  - (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits

or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(b) The policy or policies of insurance for Automobile Liability and Professional Liability shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(c) The policy or policies of insurance for Workers' Compensation shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

Section 3. Primary and Non-Contributing Insurance. All insurance coverages shall be primary and any other insurance, deductible, or self-insurance maintained by the indemnified parties shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

Section 4. Waiver of Subrogation. Required insurance coverages shall not prohibit Consultant from waiving the right of subrogation prior to a loss. Consultant shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

Section 5. Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

Section 6. Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person

authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

Section 7. Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement. In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of time lost during suspension.

Section 8. Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

# **CITY OF STANTON**

## **REPORT TO THE CITY COUNCIL**

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

**DATE:** September 11, 2018

**SUBJECT: COUNCIL APPOINTMENT TO FILL ONE VACANCY ON THE STANTON PLANNING COMMISSION FOR TERM COINCIDING WITH THE COUNCIL ELECTION**

### **REPORT IN BRIEF:**

The Council Member holding the seat corresponding to that numbered seat on the Stanton Planning Commission shall be responsible for appointment of one Commissioner (who shall be a qualified elector of the City), with majority approval of the City Council. The terms of office shall coincide with the term of office of the Council Member or Mayor who made the appointment. Section 2.06.030 of the Stanton Municipal Code requires the submission of applications and interviews prior to appointment to any position. Section 2.06.030 also provides that the City Council, by majority vote, may waive to the requirement interview persons previously appointed by the City Council and who are requesting re-appointment to another term.

### **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. Conduct an interview with each applicant; and
3. Make an appointment to fill Seat #5 (Council Member Ethans) on the Stanton Planning Commission.

### **BACKGROUND AND ANALYSIS:**

The Planning Commission consists of five members who meet twice a month. The functions of the Planning Commission are to prepare, review and revise the general plan; implement the general plan through actions including administration of specific plans and zoning and subdivision ordinances; promote the coordination of local plans and programs; perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.

**FISCAL IMPACT:**

The Planning Commission shall consist of five members each receiving \$171.31 per month. The total cost to the City for the year is \$10,278.28.

**ENVIRONMENTAL IMPACT:**

Not applicable.

**LEGAL REVIEW:**

None.

**PUBLIC NOTIFICATION:**

Notification through the normal agenda process.

**STRATEGIC PLAN OBJECTIVE ADDRESSED:**

Objective1: Provide a save community.

Objective 5: Provide a high quality of life.

Objective 6: Maintain and promote a responsive, high quality and transparent government.

Prepared By:



Patricia A. Vazquez  
City Clerk

Approved by:



Stephen M. Parker  
Acting City Manager

Attachments:

A. Commission Applications – Stanton Planning Commission



CITY OF STANTON

SEP - 6 2018 @ 1:00 PM



CITY CLERK'S OFFICE

7800 Katella Avenue  
Stanton, California 90680-(714) 379-9222

## COMMISSION APPLICATION

Application to be considered for the following Commission(s):  
☐ Parks and Recreation Commission ☒ Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

Please Note:

1. Information provided on this form is public information and is subject to disclosure and/or distribution; and
2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.

Name: THOMAS FRAZIER

Residence Address: [REDACTED]

Resident of Stanton Since: 1975

Home Phone: [REDACTED]

Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: ☒ YES ☐ NO

Previous Service on any Commission/Board: ☒ YES ☐ NO

If Yes, Which Commission: Planning When: \_\_\_\_\_

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: \_\_\_\_\_

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I have been in the building trade  
for 45 years and I would like to  
share my experience to serve  
the community.

Have you participated in any community service projects or civic activities? If yes, please list:

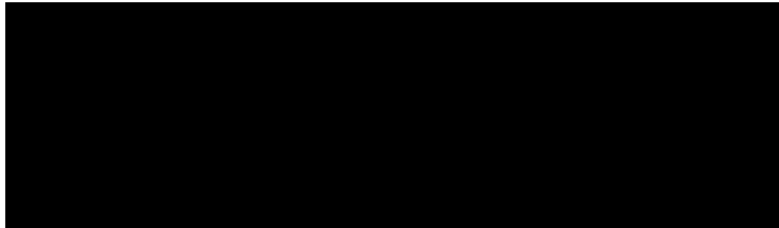
Committee for Veterans Park  
Chairman of Planning Comm.

Please describe your educational background and list any professional or vocational licenses/certificates.

2 years of college  
Various Construction classes

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



Sept. 5 2018  
Date

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF STANTON AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.

CITY OF STANTON

SEP - 6 2018



7800 Katella Avenue  
Stanton, California 90680 (714) 379-9222

CITY CLERK'S OFFICE

@ 10:15am [Signature]

**COMMISSION APPLICATION**

*Application to be considered for the following Commission(s):*

☐ Parks and Recreation Commission ☒ Planning Commission

The City of Stanton requests information from community members who are interested in serving on a City Commission. This request does not constitute an appointment as such appointments are made by the City Council.

*Please Note:*

- 1. Information provided on this form is public information and is subject to disclosure and/or distribution; and*
- 2. To qualify for an appointment, you must be a registered voter in the City of Stanton and you must reside within the City limits.*

Name: Hong Alyce Van

Residence Address: [REDACTED]

Resident of Stanton Since: 1986

Home Phone: N/A Cell Phone: [REDACTED]

E-Mail: [REDACTED]

Registered Voter in the City of Stanton: ☒ YES ☐ NO

Previous Service on any Commission/Board: ☐ YES ☒ NO

If Yes, Which Commission: N/A When: N/A

Are you available to attend evening meeting: ☒ YES ☐ NO

Do you presently contract any services or are you otherwise employed by the City:  
☐ YES ☒ NO

If so, what is the nature of the contract or employment: N/A

Please give a brief statement as to why you are interested in serving on the commission chosen and describe how your qualifications and skills would benefit the Commission:

I have been a resident of Stanton for over 30 years and have witnessed dramatic change and positive development in our city throughout different periods of my life: as a child, a young adult, and now as a parent. In 2015, I completed the Stanton

Green Planning Academy; and in 2016, I completed the city's Citizen's Academy. I have always had a passion to serve others, but these experiences gave me a deeper appreciation and understanding on how I can be a more active member in our local community and help shape the future of Stanton.

Have you participated in any community service projects or civic activities? If yes, please list:

I am a board member of the Stanton Community Foundation, for which I serve as the chair of the following committees:

New Programs & Services, Supply Our Schools, and Threads for Kids. I am also an active member of the University of

California Cooperative Extension Master Food Preservers of Orange County; my leadership roles for this organization

include being the lead for the Speakers Bureau and Marketing on Social Media. Lastly, I am the secretary of the Stanton

Community Garden and a member of the Yale Club of Orange County.

Commission Application

Please describe your educational background and list any professional or vocational licenses/certificates.

Yale University -- Bachelor of Arts, Anthropology

Johns Hopkins University -- Master of Arts, International Studies

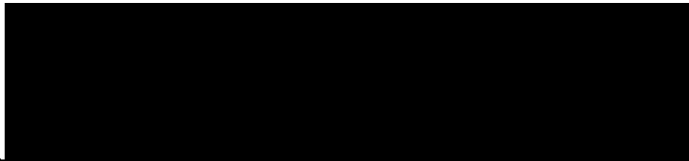
Proficient in Microsoft Word, Excel, PowerPoint, and OneNote.

Adult and Pediatric First Aid, CPR, and AED certified.

Fluent in Vietnamese and Mandarin Chinese. Conversational in German and French.

Certification:

I certify that the above information is true and correct, and I authorize the verification of the information in the application in the event I am a finalist for the appointment.



Signature

9/6/2018

Date

INDIVIDUALS WITH DISABILITIES REQUIRING ANY ACCOMMODATION TO PARTICIPATE IN THE APPLICATION AND SELECTION PROCESS MUST INFORM THE CITY OF STANTON AT THE TIME THIS APPLICATION IS SUBMITTED. INDIVIDUALS NEEDING SUCH ACCOMMODATIONS MUST DOCUMENT THE NEED FOR SUCH ACCOMMODATION INCLUDING THE TYPE AND EXTENT OF ACCOMMODATIONS NEEDED TO COMPLETE THE APPLICATION FORM, PARTICIPATE IN THE SELECTION PROCESS OR PERFORM THE VOLUNTEER DUTIES/JOB FOR WHICH THEY ARE APPLYING.