



**AMENDED AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
TUESDAY, JANUARY 28, 2020 - 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, 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 / Agency / Authority Member Ramirez
 - Council / Agency / Authority Member Taylor
 - Council / Agency / Authority Member Van
 - Mayor Pro Tem / Vice Chairperson Warren
 - Mayor / Chairman 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

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

6. ROLL CALL Agency / Authority Member Ramirez
Agency / Authority Member Taylor
Agency / Authority Member Van
Vice Chairperson Warren
Chairman Shawver

7. PLEDGE OF ALLEGIANCE

8. SPECIAL PRESENTATIONS AND AWARDS None.

9. CONSENT CALENDAR

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

CONSENT CALENDAR

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

RECOMMENDED ACTION:

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

9B. APPROVAL OF WARRANTS

City Council approve demand warrants dated January 9, 2020 and January 16, 2020, in the amount of \$539,219.71.

9C. AWARD OF CONSTRUCTION CONTRACT AND APPROPRIATION OF FUNDS FOR THE FY 19/20 CERRITOS AVENUE WIDENING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

The seven bids for the FY 19/20 Cerritos Avenue Widening Project were opened on January 6, 2020. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by Onyx Paving Company, Inc. to be the lowest responsible and responsive bid. The construction cost is estimated at \$231,000, which includes a 10-percent 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 19/20 Cerritos Avenue Widening Project; and
3. Award a construction contract for FY 19/20 Cerritos Avenue Widening Project to the lowest responsible and responsive bidder, Onyx Paving Company, Inc., for the amount of \$210,000; and
4. Authorize the City Manager to bind the City of Stanton and Onyx Paving Company, Inc. in a contract for the construction of the FY 19/20 Cerritos Avenue Widening Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent; and
6. Approve Budget Adjustment No. 2020-18 to appropriate \$140,200 in the Gas Tax Fund (account number 211-3510-710205) with an interfund reimbursement of \$140,200 from the Street Impact Fees Fund (261-1600-800211) to the Gas Tax Fund (211-0000-439261).

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

None.

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1097

This Ordinance was introduced at the regular City Council meeting of January 14, 2020.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1097, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA”; and

2. City Council adopt Ordinance No. 1097.

ROLL CALL VOTE: Council Member Ramirez
Council Member Taylor
Council Member Van
Mayor Pro Tem Warren
Mayor Shawver

12. NEW BUSINESS

12A. COOPERATION AGREEMENT WITH STANTON ENERGY HOLDCO, LLC FOR PUBLIC BENEFIT FEES WITH THE CONSTRUCTION AND OPERATION OF A MAJOR UTILITY SERVICE FACILITY (STANTON BATTERY ENERGY STORAGE) LOCATED AT 8230 PACIFIC STREET

The approved project, known as Stanton Battery Energy Storage (SBES), includes public benefit fees implemented as part of a Cooperation Agreement (“Agreement”) with the applicant, Stanton Energy Holdco, LLC (“Applicant”). This Agreement, in furtherance of the City’s commitment to promote a reliable power supply for the City and surrounding region, establishes a cooperative working relationship between the Parties.

RECOMMENDED ACTION:

1. City Council declare that the action is not a project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15060(c)(3) and 15378(b); and
2. Authorize the City Manager, or designee, to negotiate and execute the Cooperation Agreement with Stanton Energy Holdco, LLC, in conjunction with the Stanton Battery Energy Storage for additional benefits for the local community.

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 23rd day of January, 2020.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

January 9, 2020

\$340,487.09

January 16, 2020

\$198,732.62

\$539,219.71

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



City Manager

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



Finance Director

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 28, 2020

SUBJECT: AWARD OF CONSTRUCTION CONTRACT AND APPROPRIATION OF FUNDS FOR THE FY 19/20 CERRITOS AVENUE WIDENING PROJECT BY THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA

REPORT IN BRIEF:

The seven bids for the FY 19/20 Cerritos Avenue Widening Project were opened on January 6, 2020. Based on the post-bid analysis of the bids received, staff recommends the bid submitted by Onyx Paving Company, Inc. to be the lowest responsible and responsive bid. The construction cost is estimated at \$231,000, which includes a 10-percent contingency.

RECOMMENDED ACTION:

1. 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 19/20 Cerritos Avenue Widening Project; and
3. Award a construction contract for FY 19/20 Cerritos Avenue Widening Project to the lowest responsible and responsive bidder, Onyx Paving Company, Inc., for the amount of \$210,000; and
4. Authorize the City Manager to bind the City of Stanton and Onyx Paving Company, Inc. in a contract for the construction of the FY 19/20 Cerritos Avenue Widening Project; and
5. Authorize the City Manager to approve contract changes, not to exceed 10-percent.
6. Approve Budget Adjustment No. 2020-18 to appropriate \$140,200 in the Gas Tax Fund (account number 211-3510-710205) with an interfund reimbursement of \$140,200 from the Street Impact Fees Fund (261-1600-800211) to the Gas Tax Fund (211-0000-439261).

BACKGROUND:

Cerritos Avenue from Rose Avenue to Flower Avenue is the only portion of a street in the city that has yet to be developed. This portion of Cerritos Avenue has experienced numerous street collisions in the past several years. This is due to SCE power poles being adjacent to travel lanes, missing sidewalk and uneven pavement. Staff has been working the past several years with SCE to have the power poles relocated. The relocation of the power poles was accomplished the summer of 2019. Golden State Water Company followed with the relocation of a fire hydrant and several water services. The estimated project cost of \$231,000 is as follows:

Base Bid (All American Asphalt)	\$ 210,000.00
Construction Contingency (10%)	\$ 21,000.00
<hr/>	
Total Estimated Project Cost	\$ 231,000.00

ANALYSIS/JUSTIFICATION:

During the FY 19/20 Citywide Street Reconstruction Project, staff obtained a change order for the Cerritos Avenue Widening Project which came out to \$257,000.00. Staff elected to bid the project separately which reduced the cost by \$47,000.

The project was advertised for bids on December 11, 2019. On January 6, 2020 at 2:00 p.m., seven (7) bids were received. 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 lowest bid was for \$210,000.

<i>Rank</i>	<i>Company</i>	<i>Bid</i>
1	Onyx Paving Company, Inc.	\$ 210,000
2	Hardy & Harper, Inc.	\$ 225,000
3	Excel Paving	\$ 244,370
4	Hillcrest Contracting	\$ 276,788
5	All American Asphalt	\$ 296,321
6	HYM Engineering, Inc.	\$ 319,350
7	RJ Noble Co.	\$ 336,890

Staff has reviewed the submitted bid documents and found Onyx Paving Company, Inc. 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 March 2020. The contractor will have approximately

forty-five (45) working days to complete the project.

FISCAL IMPACT:

Funds for this project can be funded from two sources. The first source is restricted funds from the Street Impact Fees Fund, which has \$140,200 available for appropriation. The balance of the project will be funded from the City's FY 19/20 Street Improvement Program using Gas Tax Funds (account, number 211-3510-710205). To simplify the tracking for this project, staff is recommending the \$140,200 be appropriated in the Gas Tax Fund, with a reimbursement from the Street Impact Fees Fund. 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.

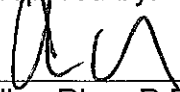
PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

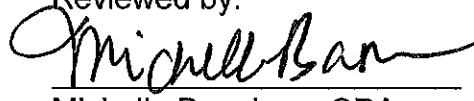
STRATEGIC PLAN OBJECTIVE ADDRESSED:

3 - Provide a quality infrastructure.


Prepared by:


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

Reviewed by:


Michelle Bannigan, CPA
Finance Director

Approved by:


Jarad Hildenbrand
City Manager

Attachments:

- 1) FY 19/20 Cerritos Avenue Widening Project Contract

CITY OF STANTON CONTRACT

Cerritos Avenue Widening Project

I.

This Contract is made and entered into on the 28th Day of January, 2020 by and between the City of **Stanton**, a California General Law Municipal Corporation ("City") and Onyx Paving Company, Inc. ("Contractor"). City and Contractor, based upon their mutual promises contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, do hereby agree as follows:

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

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

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

II. BID AMOUNTS

The Contractor agrees to perform the work set forth and particularly described in the aforementioned documents, incorporated herein by reference, in consideration of the amount of the BASE BID, to wit: \$210,000.00.

III. BONDS

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

IV. INDEMNITY

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

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

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

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

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

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

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

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

V. INSURANCE

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

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

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

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

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

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

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

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

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

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

VI. CONTRACT PRICE

The City agrees to pay, and the Contractor agrees to accept in full payment for the work outlined, in the Contract Documents, the sum of two hundred and ten thousand dollars and zero cents (\$210,000.00) subject to additions and deductions, if any, in accordance with said documents. Payment shall not be made more often than once each thirty (30) days, nor shall amount paid be in excess of ninety percent (90%) of the Contract at time of completion. Final payment to be made thirty-five (35) days subsequent to filing of Notice of Completion. Contractor may, upon Contractor's written request, and approved by the City Council, at Contractor's expense, deposit eligible substitute securities, as described in Government Code Section 16430, and as authorized by Public Contract Code, Section 22300, in lieu of retention monies withheld to insure performance.

VII. COMMENCEMENT AND COMPLETION OF WORK

The Contractor shall commence the work required by this Contract within ten (10) days of the date specified in the Notice to Proceed and shall complete the Work within **Forty-Five (45)** 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 Onyx Paving Company, Inc. (hereinafter designated as the "Contractor"), a Contract for the work described as follows:

The work to be constructed hereunder is located in the **City of Stanton**. The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required by the Plans, Specifications and Contract Documents for the above stated project. The general items of work to be done shall consist of the 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, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated January 28, 2020 (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

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

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

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

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Work Contract or to the work to be

performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the Specifications.

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

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

PRINCIPAL:

By: _____

SURETY:

By: _____
Attorney-in-Fact

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

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

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

STATE OF CALIFORNIA)
) ss.

COUNTY OF _____)

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

Notary Public in and for said State

(SEAL)

Commission expires: _____

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

CERTIFICATE AS TO CORPORATE PRINCIPAL

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

Signature

(CORPORATE SEAL)

Bond No. _____ Bond Premium _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

THAT WHEREAS, the City of Stanton (referred to hereinafter as "Obligee") has Onyx Paving Company, Inc. (hereinafter designated as the "Contractor"), a contract dated January 28, 2020, 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

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

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

By: _____
Its Authorized Representative

ADDITIONAL INSURED ENDORSEMENT COMPREHENSIVE GENERAL LIABILITY

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

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

OFFICIAL TITLE OF PROJECT: _____

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

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

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

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

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

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY
---	--------------------------	------------------------

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 ONYX PAVING COMPANY INC.

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

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

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

BIDDER'S

Accompanying this proposal is ^{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 \$ N/A, 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:

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.- 630360 , Class A (REQUIRED AT TIME OF AWARD).

Legal Business Name of Bidder	ONYX PAVING COMPANY INC.
Business Address	2890 E LA CRESTA AVE, ANAHEIM, CA 92806
Business Tel. No.	714.632.6699

	JAN. 6, 2020	CEO, PRES, VP, SEC, TRES
Signature COREY KIRSCHNER	Date	Title

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.

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: ONYX PAVING COMPANY INC.

Business Address: 2890 E LA CRESTA AVE, ANAHEIM, CA 92806

Telephone and Fax Number: 714.632.6699 714.632.1883

California State Contractor's License No. and Class: 630360 A

(REQUIRED AT TIME OF AWARD)

Original Date Issued: ^{10/9/91} 10/31/21 Expiration Date: 10/31/21

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:

COREY KIRSCHNER: CEO, PRES, VP, SEC, TRES

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
------	-------	---------	-----------

COREY KIRSCHNER:	CEO, PRES, VP, SEC, TRES;	2890 E LA CRESTA AVE, ANAHEIM, CA, 92806	714.632.6699
------------------	---------------------------	--	--------------

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:

N/A

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

N/A

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.

N/A

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

N/A

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

N/A

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..)
4. Yes / ☒ No
4. By Subcontractors (Stop Notices, etc.)

5. Yes / No
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 _____ day of _____, 20_____.

(Signature of Notary Republic).

See next page
(SEAL)

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

CK
(Signature) COREY KIRSCHNER
CEO, PRES, VP, SEC, TRES
(Title)

JAN. 6, 2020

(Date)

CK
(Signature of Secretary of Corporation)
COREY KIRSCHNER

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 JAN. 6, 2020 before me, MARIE AYALA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared COREY KIRSCHNER

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

Marie Ayala

Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 of Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: _____

REFERENCES

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

Bidders Name ONYX PAVING COMPANY INC.

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 BETTER NEIGHBORHOOD PROGRAM
Project Description VARIOUS STREET IMPROVEMENTS
Approximate Construction Dates From to 09-1-19 - 11-22-19
Agency Name CITY OF INDIO
Contact Person ROLDAN LOPEZ Telephone (760) 541-4227
Original Contract Amount \$ 420,000 Final Contract Amount \$ 422,503.68

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

CHANGE ORDER TO ADJUST MANHOLES TO GRADE

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 PAVEMENT REHABILITATION PROGRAM
Project Description CITYWIDE STREET IMPROVEMENTS
Approximate Construction Dates From 10-17-19 to 12-2-19
Agency Name CITY OF TEMECULA
Contact Person CHRIS WHITE Telephone (951) 308-6388
Original Contract Amount \$ 876,000 Final Contract Amount \$ 876,000

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

N/A

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 FY 18-19 RESIDENTIAL STREET REHABILITATION

Project Description VARIOUS STREET IMPROVEMENTS

Approximate Construction Dates From 7-18-19 to 12-11-19

Agency Name CITY OF PLACENTIA

Contact Person MASOUD ^{CK} SEPAHI Telephone 714 920-7604

Original Contract Amount \$ 606,000 Final Contract Amount \$ 616,241.42

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

CHANGE ORDER DUE TO EXISTING FIELD CONDITIONS; EXTRA WORK WAS REQUIRED

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 FY 18-19 ROADWAY REHABILITATION AND SIDEWALK

Project Description CITY WIDE STREET IMPROVEMENTS

Approximate Construction Dates From 9-26-19 to 12-3-19

Agency Name CITY OF TUSTIN

Contact Person JOANN WU Telephone 714 573-3157

Original Contract Amount \$ 1,637,000 Final Contract Amount \$ 1,702,958

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

CHANGE ORDER DUE TO QUANTITY ADJUSTMENTS

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 CITYWIDE VARIOUS STREET IMPROVEMENTS

Project Description VARIOUS STREET IMPROVEMENTS

Approximate Construction Dates

From 1-28-19 to 4-22-19

Agency Name CITY OF BANNING

Contact Person KEVIN SIN

Telephone (951) 922-3113

Original Contract Amount \$ 766,000 Final Contract Amount \$ 766,000

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

N/A

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 AVENIDA EMPRESA PAVEMENT REHABILITATION

Project Description STREET IMPROVEMENTS

Approximate Construction Dates

From 3-15-19 to 5-8-19

Agency Name CITY OF RANCHO SANTA MARGARITA

Contact Person NICHOLAS HAECKER Telephone (951) 902-9987

Original Contract Amount \$ 576,000 Final Contract Amount \$ 577,008.89

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

CHANGE ORDER DUE TO QUANTITY ADJUSTMENTS

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.

DESIGNATION OF SURETIES

Bidders name ONYX PAVING COMPANY INC.

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

Bonds: INTERNATIONAL FIDELITY INSURANCE COMPANY

2400 E. KATELLA AVE #250, ANAHEIM, CA 92806

714 - 602-9170

TURNER SURETY & INSURANCE BROKERAGE, INC.

6 HUTTON CENTRE #1020, SANTA ANA, CA 92707

714 - 915 - 4032

INSURANCE: WOOD GUTMAN & BOGART

15901 RED HILL AVE. #100, TUSTIN, CA 92780

714 - 824-8384

ACKNOWLEDGEMENT OF ADDENDA

Bidders name ONYX PAVING COMPANY INC.

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

[illegible]

CONTRACTOR'S INDUSTRIAL SAFETY RECORD

Bidders Name ONYX PAVING COMPANY INC.

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

	Current Year of Record	2019	2018	2017	2016	2015	Total	Year
No. of contracts	1	218	118	140	152	115	744	1
Total dollar Amount of Contracts (in Thousands of \$)	65,000	37M	13.8M	12.5M	7M	11.6M	81,955,000	65,000
No. of fatalities	0	0	0	0	0	0	0	0
No. of lost Workday Cases	0	0	1	1	0	0	2	0
No. of lost workday cases involving permanent transfer to another job or termination of employment	0	0	0	0	0	0	0	0

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

Legal Business Name of Bidder ONYX PAVING COMPANY INC.

Business Address: 2890 E LA CRESTA AVE, ANAHEIM, CA 92806

Business Tel. No.: 714.632.6699

State Contractor's License No. and Classification: 630360 A

Title COREY KIRSCHNER: CEO, PRES, VP, SEC, TRES

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	<u>g</u>	COREY KIRSCHNER
Date	<u>JAN. 6, 2020</u>	
Title	<u>CEO, PRES, VP, SEC, TRES</u>	
Signature of bidder	<u>/</u>	
Date	<u>/</u>	
Title	<u>/</u>	
Signature of bidder	<u>/</u>	
Date	<u>/</u>	
Title	<u>/</u>	
Signature of bidder	<u>/</u>	
Date	<u>/</u>	
Title	<u>/</u>	

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, join 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 JAN. 6, 2020 before me, MARIE AYALA, NOTARY PUBLIC

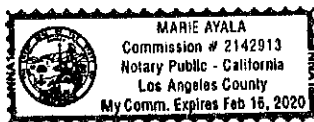
Date

Here Insert Name and Title of the Officer

personally appeared COREY KIRSCHNER

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.

Place Notary Seal and/or Stamp Above

Signature

Marie Ayala

Signature of Notary Public

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: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

☐ Other: _____

Signer is Representing: _____

Signer is Representing: _____

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

State of California)SS.

County of ORANGE

COREY KIRSCHNER, being first duly sworn, deposes and says that he or she is
CEO, PRES, VP, SEC, TRES of ONYX PAVING CO INC, 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:
ONYX PAVING COMPANY INC.

Legal Business Name of Bidder
2890 E LA CRESTA AVE, ANAHEIM, CA 92806

Business Address
714.632.6699

Business Tel. No.
COREY KIRSCHNER

Signature of bidder
CEO, PRES, VP, SEC, TRES

Title
JAN. 6, 2020

Date:

Signature of bidder

Title

Date:

Subscribed and Sworn to before me on

(Notary Seal)

Signature

see next page

Notary Public

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 JAN. 6, 2020 before me, MARIE AYALA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared COREY KIRSCHNER
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.

Place Notary Seal and/or Stamp Above

Signature Marie Ayala
Signature of Notary Public

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 of Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer Is Representing: _____

BID SHEET

CERRITOS AVENUE WIDENING PROJECT

BIDDERS NAME: ONYX PAVING COMPANY INC.

PRINT or Type

BID SCHEDULE A

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-1	Mobilization, Demobilization, and Cleanup	1	LS	\$ 9,500	\$ 9,500
A-2	Surveying & Monument Preservation	1	LS	\$ 5,000	\$ 5,000
A-3	Traffic Control & Noticing	1	LS	\$ 37,000	\$ 37,000
A-4	Unclassified Roadway Excavation & Disposal	130	CY	\$ 96.00	\$ 12,480
A-5	Remove Existing Curb & Gutter	80	LF	\$ 20.00	\$ 1,600
A-6	Remove Existing PCC Sidewalk	1,400	SF	\$ 3.00	\$ 4,200
A-7	Remove Existing Alley Approach	300	SF	\$ 5.00	\$ 1,500
A-8	Remove Existing Catch Basin & Abandon SD Lateral	1	LS	\$ 6,000	\$ 6,000
A-9	Remove & Dispose of Existing Chain Link Fence	15	LF	\$ 30.00	\$ 450.00
A-10	Relocate/Install New Chain Link Fence	210	LF	\$ 50.00	\$ 10,500
A-11	Remove Conflicting Portions, and Construct New CMU Block Wall & Gate To Match Existing	1	LS	\$ 11,000	\$ 11,000
A-12	Construct 8" PCC Curb & Gutter	245	LF	\$ 27.00	\$ 6,615
A-13	Construct 4" PCC Sidewalk	2,100	SF	\$ 5.50	\$ 11,550
A-14	Construct PCC Curb Ramp	2	EA	\$ 3,700	\$ 7,400

BID SCHEDULE A

#	DESCRIPTION	QUANTITY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
A-15	Construct PCC Alley Approach	250	SF	\$ 11.00	\$ 2,750.00
A-16	Construct PCC Driveway	300	SF	\$ 9.00	\$ 2,700
A-17	Construct Storm Drain Catch Basin & Local Depression	1	EA	\$ 16,000	\$ 16,000
A-18	Install 18" RCP Storm Drain Lateral	20	LF	\$ 700.00	\$ 14,000
A-19	Construct Storm Drain Junction Structure	1	EA	\$ 6,000	\$ 6,000
A-20	2" Uniform Depth AC Cold Mill	4,000	SF	\$ 1.00	\$ 4,000
A-21	Construct 6" CMB	120	TON	\$ 69.00	\$ 8,280
A-22	Construct 2" AC Base Paving	45	TON	\$ 142.00	\$ 6,390
A-23	Construct 2" Min. AC Overlay	110	TON	\$ 142.00	\$ 15,620
A-24	Adjust Water Valve Can & Lid to Grade	4	EA	\$ 500.00	\$ 2,000
A-25	Implement Signing & Striping Plans	1	LS	\$ 7,465	\$ 7,465

**Total Bid Schedule A in
NUMBERS:**

210,000.00

**Total Bid Schedule A in
WORDS:**

Two hundred and ten thousand
and zero

Dollars

Cents

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
Superior Pavement Markings 5312 Cypress Street Cypress, CA 90630 714-495-9100	25	1.7%	Stripes	1.7%
LVA Concrete Structures Inc. PO Box 58, Chino Hills, CA 91709 909 393-1493	17, 18, 19	14%	Catch Basin	14%
Caseland Surveying Inc. 614 N. Eckhardt St. Orange, CA 92668 714 628-8948	2	2%	Surveying	2%
Valley Cities 1 barzatec fencing, LLC 1338 6th Street, Norco, CA 92860 951 735-1145	9, 10	5%	Fencing	5%

Bond No. TS01684

Bond Premium \$0.00

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:
Cerritos Avenue Widening Project

WHEREAS Onyx Paving Company, Inc., 2890 E La Cresta Ave., Anaheim, CA 92806

(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 International Fidelity Insurance Company
2400 East Katella Ave., Suite 250, Anaheim, CA 92806

(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% of Amount Bid), 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.


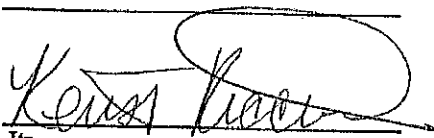
In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the Public Agency in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

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: December 30th, 2019

"Principal"

Onyx Paving Company, Inc.

By:  By: 
Its
By: COREY KIRSCHNER, CEO - PRES By: Kerissa Ricciardi, Attorney-in-Fact
Its

Surety"

International Fidelity Insurance Company

Its
Kerissa Ricciardi, Attorney-in-Fact
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 JAN. 6, 2020 before me, MARIE AYALA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared COREY KIRSCHNER
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 Marie Ayala
Signature of Notary Public

Place Notary Seal and/or Stamp Above

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 of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney In Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

ACKNOWLEDGMENT

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

State of California
County of Orange

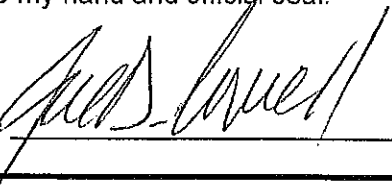
On December 30, 2019 before me, Joe D. Lowell, Notary Public
(insert name and title of the officer)

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

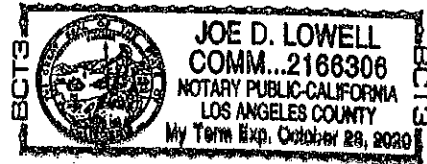
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY
ALLEGHENY CASUALTY COMPANY

Bond # TS01684

One Newark Center, 20th Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ANDREW J. WATERBURY, KERISSA RICCIARDI, JAMES BALDASSARE, JR., JEREMY PENDERGAST

Santa Ana, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10th day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and
ALLEGHENY CASUALTY COMPANY have each executed and attested these presents
on this 31st day of December, 2018



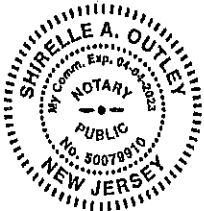
STATE OF NEW JERSEY
County of Essex


Kenneth Chapman

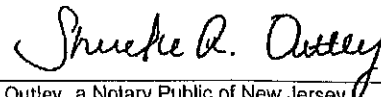
Executive Vice President, International Fidelity Insurance Company and
Allegheny Casualty Company



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,
New Jersey the day and year first above written.



Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, December 30th, 2019



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:

ONYX PAVING COMPANY INC.

Date: JAN. 6, 2020

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

Name COREY KIRSCHNER

Date of Inspection 12/26/19

Title CEO, PRES, VP, SEC, TRES

Name

Date of Inspection

Title



BC

BENITO CHAVEZ

GENERAL CONSTRUCTION SUPERINTENDENT FOR
ONYX PAVING COMPANY INC.

EXPERIENCE

SUPERINTENDENT • ONYX PAVING CO. INC. • 01/01/1990 – PRESENT

PROVIDE ONSITE SUPERVISION TO ALL FIELD STAFF AND SUBCONTRACTORS AND ENSURES TIMELY DELIVERY AND PROPER ADHERENCE TO PROJECT BUDGET AND SPECIFICATIONS.

- Manage day-to-day field activities to ensure that project milestone dates and overall schedule completion dates are met
- Assist team with project planning and developing site logistics
- Ensure a clear understanding of all aspects of assigned projects and communicate effectively to project team regarding: drawings, specifications, schedules, material and supply budgets, subcontractor coordination, and rules and regulations
- Coordinate and supervise all construction activities
- Enforce compliance with job site safety plan, and take appropriate action to correct any safety issues
- Supervise subcontractors to monitor performance, safety and quality of work
- Participate in schedule and coordination meetings

*****PLEASE SEE NEXT PAGE FOR LIST OF SOME PROJECTS**





Onyx Paving Company Inc. References

Project 1 Name: *Better Neighborhood Program*

Project Description: *Various Street Improvements*

Approximate Construction Dates: From: 09/01/19 To: 11/22/19

Agency Name: *City of Indio*

Contact Person: Roldan Lopez **Telephone:** 760/541-4227

Address: *100 Civic Center Mall, Indio, CA 92201*

Original Contract Amount: \$420,000 **Final Contract Amount:** \$422,503.68

If final Amount is different from Original Amount, please explain:

Change order to adjust manholes to grade.

Did you or any Subcontractor, file any claims against the Agency? *No*

Did the Agency file any claims against you? *No*

Project 2 Name: *Pavement Rehabilitation Program*

Project Description: *Citywide Street Improvements*

Approximate Construction Dates: From: 10/17/19 To: 12/02/19

Agency Name: *City of Temecula*

Contact Person: Chris White **Telephone:** 951/308-6388

Address: *41000 Main Street, Temecula, CA 92590*

Original Contract Amount: \$876,000 **Final Contract Amount:** \$876,000

If final Amount is different from Original Amount, please explain: *N/A*

Did you or any Subcontractor, file any claims against the Agency? *No*

Did the Agency file any claims against you? *No*

Project 3 Name: *FY 18-19 Residential Street Rehabilitation*

Project Description: *Various Street Improvements*

Approximate Construction Dates: From: 07/18/19 To: 12/11/19

Agency Name: *City of Placentia*

Contact Person: Masoud Sepahi **Telephone:** 714/920-7604

Address: *401 E. Chapman Ave, Placentia, CA 92865*

Original Contract Amount: \$606,000 **Final Contract Amount:** \$616,241.42

If final Amount is different from Original Amount, please explain:

Change order due to existing field conditions; extra work was required.

Did you or any Subcontractor, file any claims against the Agency? *No*

Did the Agency file any claims against you? *No*

Project 4 Name: *FY 18-19 Roadway Rehabilitation and Sidewalk Repair*

Project Description: *Citywide Street Improvements*

Approximate Construction Dates: From: 09/26/19 To: 12/03/19

Agency Name: *City of Tustin*

Contact Person: Joann Wu **Telephone:** 714/573-3157

Address: *300 Centennial Way, Tustin, CA 92780*

Original Contract Amount: \$1,637,000 **Final Contract Amount:** \$1,702,958

If final Amount is different from Original Amount, please explain:

Change order due to additional cross gutter and unforeseen petromat

Did you or any Subcontractor, file any claims against the Agency? *No*

Did the Agency file any claims against you? *No*

Project 5 Name: *Citywide Various Street Improvements*

Project Description: *Various Street Improvements*

Approximate Construction Dates: From: 01/28/19 To: 04/22/19

Agency Name: *City of Banning*

Contact Person: Kevin Sin **Telephone:** 951/922-3113

Address: *99 E Ramsey St, Banning, CA 92220*

Original Contract Amount: \$766,000 **Final Contract Amount:** \$766,000

If final Amount is different from Original Amount, please explain: *N/A*

Did you or any Subcontractor, file any claims against the Agency? *No*

Did the Agency file any claims against you? *No*

Project 6 Name: *Avenida Empresa Pavement Rehabilitation*

Project Description: *Street Improvements*

Approximate Construction Dates: From: 03/15/19 To: 05/08/19

Agency Name: *City of Rancho Santa Margarita*

Contact Person: Nicholas Haecker **Telephone:** 661/902-9987

Address: *22112 El Paseo, Rancho Santa Margarita, CA 92688*

Original Contract Amount: \$576,000 **Final Contract Amount:** \$577,008.89

If final Amount is different from Original Amount, please explain:

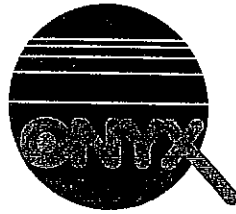
Change order due to quantity adjustments

Did you or any Subcontractor, file any claims against the Agency? *No*

Did the Agency file any claims against you? *No*



GENERAL CONTRACTORS:	JOBS PERFORMED:	LOCATION:	AMOUNT:
Fullmer Construction 1725 S. Grove Ave. Ontario, CA 91761 Ph: 909/947-9467 Fax: 909/947-2970 Contact: Casey Jones	Centerpointe Sycamore Bus. Park Hillwood Hofer Ranch Interchange A-E San Michelle Logistics Terra Francesco	Moreno Valley Riverside Ontario San Bernardino Moreno Valley Ontario	\$3,187,914.00 \$999,708.00 \$603,600.00 \$1,288,615.00 \$670,674.00 \$524,216.00
KCS West, Inc. 901 Corporate Ctr. Dr., 3 rd Flr. Monterey Park, CA 91754 Ph: 323/ 269-0020 Fax: 323/ 263-4576 Contact: Matthew Vawter	BP Refinery Maint. Shop	Carson	\$896,357.00
GMC Engineering Inc. 1401 WARNER AVE. TUSTIN, CA 92780 Ph: 714/247-1040 Fax: 714/247-1041 Contact: Gennady	Edison	Romoland	\$1,623,480.00
Lusardi Construction 1570 Linda Vista Dr. San Marcos, CA 92064 Ph: 760/744-3133 Fax: 760/744-9064 Contact: Scott Staley	FedEx -- Otay Mesa Team Nissan Edge at Campus Seabridge Carmax	San Diego Oxnard El Segundo Oxnard Oxnard	\$1,335,530.00 \$669,075.00 \$541,385.00 \$329,460.00 \$606,443.00
Haagen Company, LLC 12302 Exposition Blvd. Los Angeles, CA 90064 Ph: 310/ 820-1200 Fax: 310/ 820-1225 Contact: Chris Fahey	Empire Polo Club	Indio	\$1,036,745.00
ARCO National Construction Co. 900 N. Rock Hill Rd. St. Louis, MO 63119 Ph: 314/ 963-0715 Fax: 314/ 963-7114 Contact: Chris Wilson	Scannell-Fed-Ex	Burbank	\$1,125,958.00
Grant General Contractors 5051 AVENIDA ENCINAS CARLSBAD, CA 92008 Ph: 760/ 438-7500 Fax: 760/ 438-3056 Contact: Pete Burrows	WHITTIER AREA COMMUNITY CHURCH Crevier BMW	WHITTIER Santa Ana	\$625,920.00 \$30,600.00



CREDIT REFERENCES

ONYX PAVING COMPANY, INC
2890 E. LA CRESTA AVE
ANAHEIM, CA 92806

PHONE: (714) 632-6699 DATE ESTABLISHED 1/4/90 CORP. TAX ID. # 33-0394344
FAX: (714) 632-1883 TYPE OF WORK - ASPHALT PAVING CONTRACTORS LIC. # 630360-A
SMALL BUSINESS ENTERPRISE #1753955

PRESIDENT: COREY R. KIRSCHNER 14029 SPRINGWATER LN. EASTVALE, CA 92880

BANK: BANK OF THE WEST 4501 E. LA PALMA AVENUE, ANAHEIM, CA 92807
PHONE: (714) 777-9620 BRYAN PLOESSEL

INSURANCE AGENT: WOOD GUTMANN & BOGART 15901 RED HILL AVE., STE. 100, TUSTIN, CA 92780
PHONE: (714) 824-8384 MICHAEL TRAN

SURETY AGENT: TURNER SURETY AND INSURANCE BROKERAGE, INC.
6 HUTTON CENTRE, STE. 1020, SANTA ANA, CA 92707
PHONE: (512) 808-9601 JEREMY PENDERGAST

CREDIT REFERENCES:

MATICH CORP.	P.O. BOX 10, HIGHLAND, CA 92346	(909) 382-7400 Steve Matich
ALL AMERICAN	P.O. BOX 2229, CORONA, CA 92878	(951) 736-7600 Cari
KELTERITE CORP.	12231 PANGBORN AVE. DOWNEY, CA	(562) 401-0011 Gladys
VULCAN MATERIALS CO.	16013 E. FOOTHILL BLVD, IRWINDALE, CA 91702	(858) 530-9414 Debbie

GENERAL CONTRACTOR REFERENCES:

FULLMER CONSTRUCTION	1725 S. GROVE AVE., ONTARIO	(909) 947-9467 Casey Jones
BYROM-DAVEY, INC.	13220 EVENING CREEK DR. SOUTH #103, SAN DIEGO	(858) 513-7199 Steve Davey
PACIFIC CONST. GROUP	17895 SKY PARK CIR., IRVINE, CA 92614	(949) 748-1500 Mark Bundy
ERICKSON-HALL CONST. CO.	500 CORPORATE DR., ESCONDIDO, CA 92069	(760) 796-7700 Justin Sinnott



State of California Secretary of State

§

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G076477

FILED

In the office of the Secretary of State
of the State of California

OCT-01 2018

This Space for Filing Use Only

1. CORPORATE NAME

ONYX PAVING COMPANY, INC.

2. CALIFORNIA CORPORATE NUMBER

C1659076

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.

☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
8. SECRETARY COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
9. CHIEF FINANCIAL OFFICER/ COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME COREY KIRSCHNER	2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

COREY KIRSCHNER

	CITY	STATE	ZIP CODE
15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL 2890 E. LA CRESTA AVE., ANAHEIM, CA 92806			

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
ASPHALT PAVING SERVICES

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

10/01/2018 AFSHIN HAKIM

ATTORNEY

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **630360**

Entity **CORP**

Business Name **ONYX PAVING COMPANY INC**

Classification(s) **AC12**

Expiration Date **10/31/2021**

www.csib.ca.gov



Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Onyx Paving Company, Inc.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership):

Notes: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4. Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payer code (if any)

Exemption from FATCA reporting code (if any)

5. Address (number, street, and apt. or suite no.) See instructions.
2890 E. La Cresta Avenue

6. City, state, and ZIP code
Anaheim, CA 92806

7. List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number to Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

33 - 0394344

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any), indicating that I am exempt from FATCA reporting, is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date May 7, 2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-G (unemployment benefits)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is Backup Withholding*, later.

Printed on: 4/12/2018 1:27:49 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



Office of Small Business & DVBE Services

Certification ID: 1753955

Legal Business Name:

ONYX PAVING CO INC

Doing Business As (DBA) Name 1:

ONYX PAVING CO INC

Doing Business As (DBA) Name 2:

Address:

2890 EAST LA CRESTA AVE

ANAHEIM

CA 92806

Email Address:

onyxpavingcoinc@sbcglobal.net

Business Web Page:

Business Phone Number:

714/632-6699

Business Fax Number:

714/632-1883

Business Types:

Construction

Certification Type

Status

From

To

SB

Approved

04/12/2018

04/30/2020

Stay Informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

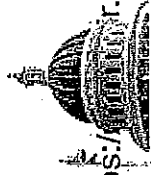
Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605

State of California



(<https://www.dir.ca.gov/>)

Department of Industrial Relations

Contractor Information

Legal Entity Name
ONYX PAVING COMPANY, INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
1000004798

Registration effective date
07/01/19

Registration expiration date
06/30/22

Mailing Address
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA U...

Physical Address
2890 E. LA CRESTA AVENUE ANAHEIM 92806 CA U...

Email Address
anar@onyxpaving.net

Trade Name/DBA
License Number (s)
CSLB:630360

[Back to DIR>> \(https://www.dir.ca.gov/\)](https://www.dir.ca.gov/)

Registration History

Effective Date	Expiration Date
06/25/18	06/30/19
05/08/17	06/30/18
05/25/16	06/30/17
06/10/15	06/30/16
01/06/15	06/30/15
07/01/19	06/30/22

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:

Vice President Name:

Treasurer Name:

COREY R. KIRSCHNER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wood Gutmann & Bogart 15901 Red Hill Ave., Suite 100 License 0679263 Tustin CA 92780		CONTACT NAME: Michael Tran PHONE (A/C, No, Ext): 714-824-8384 FAX (A/C, No): 714-573-1770 E-MAIL: mtran@wgbib.com ADDRESS: mtran@wgbib.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West American Ins Co	
		INSURER B: Zurich American Insurance Co.	
		INSURER C: Ohio Casualty Insurance Co.	
		INSURER D: Scottsdale Insurance Company	
		INSURER E: AMERICAN ZURICH INS CO	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 691039542

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BKW59627044	3/14/2019	3/14/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
E	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BAP106300601	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XL50109307	3/14/2019	3/14/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC106300601	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Equipment Leased/Rented		BMO59630228	3/14/2019	3/14/2020	Limit of Insurance \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- ~~A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences"~~
under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.



ASPHALT RUBBER HOT MIX REFERENCE

<u>GENERAL CONTRACTORS:</u>	<u>JOBS PERFORMED:</u>	<u>LOCATION:</u>	<u>AMOUNT:</u>
-----------------------------	------------------------	------------------	----------------

GMC ENGINEERING, INC.

1401 Warner Ave., Ste. B
Tustin, CA 92780
Ph: 714/ 247-1040
Fax: 714/ 247-1041
Contact: Gennady Chizik

Katella Ave. St.Improv.
Various projects

Los Alamitos \$120,000.00
Various locations

R.D. OLSON CONSTRUCTION, INC.

2955 Main Street, 3rd Floor
Irvine, CA 92614
Ph: 949/ 474-2001
Fax: 949/ 474-1534
Contact: Jeremy Dunn

Lido House Hotel

Newport Beach \$193,105.00

IF YOU HAVE ANY QUESTIONS, PLEASE FEEL FREE TO CONTACT COREY KIRSCHNER AT (714) 329-2435 or via email at Corey@onyxpaving.net.

ORDINANCE NO. 1097

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON AMENDING TITLE 20 OF THE CITY OF STANTON MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of Stanton, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, the Planning and Zoning Law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units ("ADUs") and junior accessory dwelling units ("JADUs"); and

WHEREAS, in 2019, the California Legislature approved, and the Governor signed into law a number of bills ("New ADU Laws") that, among other things, amended Government Code section 65852.2 and 65852.22 to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, the New ADU Laws take effect January 1, 2020, and if the City's ADU ordinance does not comply with the New ADU Laws, the City's ordinance becomes null and void on that date as a matter of law; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to comply with the amended provisions of Government Code sections 65852.2 and 65852.22; and

WHEREAS, failure to comply with Government Code sections 65852.2 and 65852.22 (as amended) as of January 1, 2020 renders the City's ordinance regulating ADUs and JADUs null and void, thereby limiting the City to the application of the few default standards provided in Government Code sections 65852.2 and 65852.22 for the approval of ADUs and JADUs; and

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety; and

WHEREAS, the City Council has reviewed and considered the public testimony and agenda reports prepared in connection with this ordinance, including the policy considerations discussed therein, and the consideration and recommendation by the City's Planning Commission; and

WHEREAS, in accordance with the California Environmental Quality Act (Pub. Resources Code, § 21000 et seq.) ("CEQA") and the State CEQA Guidelines (Cal. Code Regs., tit. 14, § 15000 et seq.), the City has determined that the revisions to the Stanton Municipal Code are exempt from environmental review; and

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

SECTION 1. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of section 65852.2 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 65852.22. Therefore, the proposed ordinance is statutorily exempt from CEQA in that the proposed ordinance implements the State's ADU law.

In addition to being statutorily exempt from CEQA, the proposed ordinance is also categorically exempt from CEQA under the Class 3 exemption set forth in State CEQA Guidelines section 15303. The Class 3 exemption categorically exempts from CEQA, among other things, the construction and location of new, small structures and the conversion of existing small structures from one use to another. Section 15303 specifically lists the construction of appurtenant accessory structures and garages as examples of activity that expressly falls within this exemption. Here, the ordinance is categorically exempt under the Class 3 exemption because the ordinance regulates the conversion of existing structures into, and the new construction of, ADUs and JADUs, which are, by definition, structures that are accessory to a primary dwelling on the lot. Moreover, the City Council finds that none of the "exceptions" to the use of the Class 3 exemption, set forth in State CEQA Guidelines section 15300.2, apply here. Specifically, the City Council finds that the ordinance will:

- (1) Not result in the construction of ADUs or JADUs within a particularly sensitive environment because these accessory structures will necessarily be built on a lot already developed with a primary dwelling;
- (2) Not result in a potentially significant cumulative impact in that accessory dwelling units are permitted on lots developed or proposed to be developed with single family dwellings. Such accessory dwellings contribute needed housing to the community's housing stock, including enhancing housing opportunities on single family lots near transit;
- (3) Not result in a reasonable possibility that the activity will have a significant effect on the environment due to unusual circumstances in that accessory dwelling units are a residential use which is consistent with the General Plan objectives and zoning regulations. Further, ADUs are statutorily exempt under the Class 3 Exemption for the construction of appurtenant accessory structures and garages;
- (4) Not result in damage to scenic resources, including but not limited to, trees, historic buildings, rock outcroppings, or similar resources, within a highway officially designated as a state scenic highway in that Stanton has no scenic highways and lacks natural resources such as beaches, wetlands, state or national parks. Therefore, there is no impact to scenic resources;

- (5) Not be located on a hazardous waste site included on any list compiled pursuant to § 65962.5 of the Government Code in that no property zoned residential is located on a hazardous waste site; or
- (6) Not result in a substantial adverse change in the significance of a historical resource in that historical resources are subject to separate permitting system.

SECTION 3. Title 20 of the Stanton Municipal Code is hereby amended and restated as provided in Exhibit "A", attached hereto and incorporated herein by reference.

SECTION 4. This ordinance shall take effect 30 days following its adoption.

SECTION 5. The City Clerk shall either: (a) have this ordinance published in a newspaper of general circulation within 15 days after its adoption or (b) have a summary of this ordinance published twice in a newspaper of general circulation, once five days before its adoption and again within 15 days after its adoption.

SECTION 6. The City Clerk shall submit a copy of this ordinance to the Department of Housing and Community Development within 60 days after adoption.

SECTION 7. The City Council hereby directs staff to prepare, execute and file with the Orange County Clerk a Notice of Exemption within five working days of first reading of this ordinance.

SECTION 8. If any provision of this ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this resolution are severable. The City Council declares that it would have adopted this resolution irrespective of the invalidity of any portion thereof.

SECTION 9. The documents and materials that constitute the record of proceedings on which this Ordinance and the above findings have been based are located at Community Development Department, 7800 Katella Avenue, Stanton, California.

PASSED, APPROVED, AND ADOPTED this 28th day of January, 2020.

[Signatures on following page]

SIGNATURE PAGE TO ORDINANCE NO. 1097

PASSED, APPROVED, AND ADOPTED this 28th day of January, 2020.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

MATTHEW E. RICHARDSON, CITY ATTORNEY

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

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California, do hereby certify that the foregoing Ordinance No. 1097 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of January, 2020 and was duly adopted at a regular meeting of the City Council held on the 28th day of January, 2020, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

CITY CLERK, CITY OF STANTON

EXHIBIT "A"

Amendments to Municipal Code

(follows this page)

- A. **Stanton Municipal Code Title 20 Section 20.400.330 Accessory Dwelling Units is hereby deleted in its entirety and restated to read as follows:**

Section 20.400.330 Accessory Dwelling Units

- A. **Purpose.** The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with California Government Code sections 65852.2 and 65852.22.
- B. **Effect of Conforming.** An ADU or JADU that conforms to the standards in this section will not be:
- (1) Deemed to be inconsistent with the City's General Plan and zoning designation for the lot on which the ADU or JADU is located.
 - (2) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
 - (3) Considered in the application of any local ordinance, policy, or program to limit residential growth.
 - (4) Required to correct a nonconforming zoning condition, as defined in subsection C(7) below. This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.
- C. **Definitions.** As used in this section, terms are defined as follows:
- (1) "Accessory dwelling unit" or "ADU" means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. An accessory dwelling unit also includes the following:
 - (A) An efficiency unit, as defined by Section 17958.1 of the California Health and Safety Code; and
 - (B) A manufactured home, as defined by Section 18007 of the California Health and Safety Code.
 - (2) "Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot. Refer to Section 20.700.070.
 - (3) "Complete independent living facilities" means permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated.
 - (4) "Efficiency kitchen" means a kitchen that includes each of the following:

- (A) A cooking facility with appliances.
- (B) A food preparation counter or counters that total at least 15 square feet in area.
- (C) Food storage cabinets that total at least 30 square feet of shelf space.
- (5) “Junior accessory dwelling unit” or “JADU” means a residential unit that
 - (A) is no more than 500 square feet in size,
 - (B) is contained entirely within an existing or proposed single-family structure,
 - (C) includes its own separate sanitation facilities or shares sanitation facilities with the existing or proposed single-family structure, and
 - (D) includes an efficiency kitchen, as defined in subsection C(4) above
- (6) “Living area” means the interior habitable area of a dwelling unit, including basements and attics, but does not include a garage or any accessory structure.
- (7) “Nonconforming zoning condition” means a physical improvement on a property that does not conform with current zoning standards.
- (8) “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the ADU or JADU.
- (9) “Proposed dwelling” means a dwelling that is the subject of a permit application and that meets the requirements for permitting.
- (10) “Public transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- (11) “Tandem parking” means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

D. **Approvals.** The following approvals apply to ADUs and JADUs under this section:

- (1) **Building-permit Only.** If an ADU or JADU complies with each of the general requirements in subsection E below, it is allowed with only a building permit in the following scenarios:
 - (A) **Converted on Single-family Lot:** Only one ADU or JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:

- (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress.
 - (ii) Has exterior access that is independent of that for the single-family dwelling.
 - (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
- (B) **Limited Detached on Single-family Lot:** One detached, new-construction ADU on a lot with a proposed or existing single-family dwelling (in addition to any JADU that might otherwise be established on the lot under subsection D(1)(A) above), if the detached ADU satisfies the following limitations:
 - (i) The side- and rear-yard setbacks are at least four-feet.
 - (ii) The total floor area is 800 square feet or smaller.
 - (iii) The peak height above grade is 16 feet or less.
- (C) **Converted on Multifamily Lot:** Multiple ADUs within portions of existing multifamily dwelling structures that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, or garages, if each converted ADU complies with state building standards for dwellings. At least one converted ADU is allowed within an existing multifamily dwelling, and up to 25 percent of the existing multifamily dwelling units may each have a converted ADU under this paragraph.
- (D) **Limited Detached on Multifamily Lot:** No more than two detached ADUs on a lot that has an existing multifamily dwelling if each detached ADU satisfies the following limitations:
 - (i) The side- and rear-yard setbacks are at least four-feet.
 - (ii) The total floor area is 800 square feet or smaller.
- (2) **ADU Permit.**
 - (A) Except as allowed under subsection (1) above, no ADU may be created without a building permit and an ADU permit in compliance with the standards set forth in subsections E and F below.

- (B) The City may charge a fee to reimburse it for costs incurred in processing ADU permits, including the costs of adopting or amending the City's ADU ordinance. The ADU-permit processing fee is determined by the Director and approved by the City Council by resolution.

(3) **Process and Timing.**

- (A) An ADU permit is considered and approved ministerially, without discretionary review or a hearing.
- (B) The City must act on an application to create an ADU or JADU within 60 days from the date that the City receives a completed application, unless either:
 - (i) The applicant requests a delay, in which case the 60-day time period is tolled for the period of the requested delay, or
 - (ii) In the case of a JADU and the application to create a junior accessory dwelling unit is submitted with a permit application to create a new single-family dwelling on the lot, the City may delay acting on the permit application for the JADU until the City acts on the permit application to create the new single-family dwelling, but the application to create the JADU will still be considered ministerially without discretionary review or a hearing.

E. **General ADU and JADU Requirements.** The following requirements apply to all ADUs and JADUs that are approved under subsections D(1) or D(2) above:

(1) **Zoning.**

- (A) An ADU or JADU subject only to a building permit under subsection D(1) above may be created on a lot in a residential or mixed-use zone that allows residential uses.
- (B) An ADU or JADU subject to an ADU permit under subsection D(2) above may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.

(2) **Fire Sprinklers.** Fire sprinklers are required in an ADU if sprinklers are required in the primary residence.

(3) **Rental Term.** No ADU or JADU may be rented for a term that is shorter than 30 days.

(4) **No Separate Conveyance.** An ADU or JADU may be rented long-term, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the

primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

- (5) **Septic System.** If the ADU or JADU will connect to an onsite water-treatment system, the owner must include with the application a percolation test completed within the last five years or, if the percolation test has been recertified, within the last 10 years.
- (6) **Owner Occupancy.**
 - (A) All ADUs created before January 1, 2020, are subject to the owner-occupancy requirement that was in place when the ADU was created.
 - (B) An ADU that is created after that date but before January 1, 2025, is not subject to any owner-occupancy requirement.
 - (C) All ADUs that are created on or after January 1, 2025, are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property as the person's legal domicile and permanent residence.
 - (D) All JADUs are subject to an owner-occupancy requirement. A natural person with legal or equitable title to the property must reside on the property, in either the primary dwelling or JADU, as the person's legal domicile and permanent residence. However, the owner-occupancy requirement of this paragraph does not apply if the property is entirely owned by another governmental agency, land trust, or housing organization.
- (7) **Deed Restriction.** Prior to issuance of a building permit for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:
 - (A) The ADU or JADU may not be sold separately from the primary dwelling.
 - (B) The ADU or JADU is restricted to the approved size and to other attributes allowed by this section.
 - (C) The deed restriction runs with the land and may be enforced against future property owners.
 - (D) The deed restriction may be removed if the owner eliminates the ADU or JADU, as evidenced by, for example, removal of the kitchen facilities. To remove the deed restriction, an owner may make a written request of the Director, providing evidence that the ADU or JADU has in fact been

eliminated. The Director may then determine whether the evidence supports the claim that the ADU or JADU has been eliminated. Appeal may be taken from the Director's determination consistent with other provisions of this Code. If the ADU or JADU is not entirely physically removed, but is only eliminated by virtue of having a necessary component of an ADU or JADU removed, the remaining structure and improvements must otherwise comply with applicable provisions of this Code.

- (E) The deed restriction is enforceable by the Director or his or her designee for the benefit of the City. Failure of the property owner to comply with the deed restriction may result in legal action against the property owner, and the City is authorized to obtain any remedy available to it at law or equity, including, but not limited to, obtaining an injunction enjoining the use of the ADU or JADU in violation of the recorded restrictions or abatement of the illegal unit.

F. **Specific ADU Requirements.** The following requirements apply only to ADUs that require an ADU permit under subsection D(2) above.

(1) **Maximum Size.**

- (A) The maximum size of a detached or attached ADU subject to this subsection F is 850 square feet for a studio or one-bedroom unit and 1,000 square feet for a unit with two bedrooms. No more than two bedrooms are allowed.
- (B) An attached ADU that is created on a lot with an existing primary dwelling is further limited to 50 percent of the floor area of the existing primary dwelling.
- (C) Application of other development standards in this subsection F, such as FAR or lot coverage, might further limit the size of the ADU, but no application of FAR, lot coverage, or open-space requirements may require the ADU to be less than 800 square feet.

- (2) **Floor Area Ratio (FAR).** No ADU subject to this subsection F may cause the total FAR of the lot to exceed, subject to subsection F(1)(C) above.

FAR/Target Range	General GLMX	North Gateway NGMX	South Gateway SGMX
Target Density Range	<i>Density range for residential uses expressed as dwelling units per NET acre.</i>		
Residential Uses	25 - 45 du/ac	25 - 45 du/ac	30 - 60 du/ac
Target Intensity Range	<i>Floor area ratio (FAR) for nonresidential uses</i>		
Nonresidential Uses (1)	1.0 - 2.0	1.0 - 2.0	1.5 - 3.0

- (3) **Lot Coverage.** No ADU subject to this subsection F may cause the total lot coverage of the lot to exceed the following coverage, subject to subsection F(1)(C) above.

Lot Coverage	RE	RL	RM	RH
Interior Lot	30%	40%	50%	65%
Corner Lot	35%	45%	50%	65%

- (4) **Impervious surface coverage.** Maximum percentage of the total gross lot area that may be covered by structures and impervious surfaces shall not exceed 70 percent, subject to subsection F(1)(C) above.
- (5) **Height.**
- (A) A single-story attached or detached ADU may not exceed 16 feet in height above grade, measured to the peak of the structure.
- (B) A second story or two-story attached ADU may not exceed the height of the primary dwelling.
- (C) A detached ADU may not exceed one story.
- (6) **Passageway.** No passageway, as defined by subsection C(8) above, is required for an ADU.
- (7) **Parking.**
- (A) Generally. One off-street parking space is required for each ADU. The parking space may be provided in setback areas or as tandem parking, as defined by subsection C(11) above.
- (B) Exceptions. No parking under subsection F(7)(A) is required in the following situations:
- (i) The ADU is located within one-half mile walking distance of public transit, as defined in subsection C(10) above.
- (ii) The ADU is located within an architecturally and historically significant historic district.
- (iii) The ADU is part of the proposed or existing primary residence (single-family converted ADUs, not multifamily converted) or an accessory structure under subsection D(1)(A) above.
- (iv) When on-street parking permits are required but not offered to the occupant of the ADU.

(v) When there is an established car share vehicle stop located within one block of the ADU.

(C) No Replacement. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, those offstreet parking spaces are not required to be replaced.

(8) Architectural Requirements.

(A) An accessory dwelling unit may be attached or detached from the primary dwelling unit, or located within the living area of the existing dwelling.

(B) An accessory dwelling unit shall be compatible with the design of the primary dwelling unit in terms of height, bulk, architectural character, materials, color, and landscaping treatment.

(C) An entrance to an accessory dwelling unit shall not be visible from the public right-of-way.

(D) For garage conversions, garage doors must be removed and architecturally integrated with the primary dwelling or structure to which it is located.

G. Fees.

(1) Impact Fees.

(A) No impact fee is required for an ADU that is less than 750 square feet in size.

(B) Any impact fee that is required for an ADU that is 750 square feet or larger in size must be charged proportionately in relation to the square footage of the primary dwelling unit. (E.g., the floor area of the primary dwelling, divided by the floor area of the ADU, times the typical fee amount charged for a new dwelling.) “Impact fee” here does not include any connection fee or capacity charge for water or sewer service.

(2) Utility Fees.

(A) Converted ADUs and JADUs on a single-family lot, created under subsection D(1)(A) above, are not required to have a new or separate utility connection directly between the ADU or JADU and the utility. Nor is a connection fee or capacity charge required unless the ADO or JADU is constructed with a new single-family home.

(B) All ADUs and JADUs not covered by subsection G(2)(A) above require a new, separate utility connection directly between the ADU or JADU and the utility. The connection is subject to a connection fee or capacity charge

that is proportionate to the burden created by the ADU or JADU, based on either the floor area or the number of drainage-fixture units (DFU) values, as defined by the Uniform Plumbing Code, upon the water or sewer system. The fee or charge may not exceed the reasonable cost of providing this service.

B. Stanton Municipal Code Title 20 Section 20.410.020 Applicability is amended as follows:

- B. The standards in this Chapter shall not apply to the following:
1. Accessory structures used for animal-keeping purposes that comply with Section 20.400.040 (Animal Keeping);
 2. Detached accessory units used for living purposes that comply with Section ~~20.400.340~~ 20.400.330 (Accessory Dwelling Units);

C. Stanton Municipal Code Title 20 Section 20.410.050 Accessory Structures in Residential Zones is amended as follows:

20.410.050 Accessory Structures in Residential Zones

B. Detached accessory structures.

1. The use of an accessory structure as a dwelling unit, sleeping quarters, or a housekeeping unit is prohibited, except for an accessory dwelling unit approved in compliance with Section ~~20.400.340~~ 20.400.330 (Accessory Dwelling Units)

D. Stanton Municipal Code Title 20 Section 20.210.020 Residential Zone Land Uses and Permit Requirements is amended as follows:

Accessory Dwelling Units <u>(1)</u>	P	P	P (+)	P (+)	20.400.330
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Accessory Residential Structures/Uses

- 1) Accessory dwelling units are ~~only~~ allowed in ~~the RM and RH~~ any zones on a lot where a ~~single family dwelling unit exists as of the date of adoption of this Zoning Code~~ a residential use is permitted.

E. Stanton Municipal Code Title 20 Section 20.700.070 Other Uses is amended as follows:

Also includes the indoor storage of automobiles (including their incidental noncommercial restoration and repair), personal recreational vehicles and other personal property, accessory to a residential use. Does not include: ~~accessory second~~ dwelling units (“~~Second~~ Accessory Dwelling Units”); guest houses (“Guest Houses”); or home satellite dish and other receiving antennas for earth-based TV and radio broadcasts (“Satellite/Dish and Amateur Radio Antenna”).

F. Stanton Municipal Code Title 20 Section 20.700.090 Residential Uses is amended as follows:

4. Accessory Dwelling Unit. ~~A detached or attached permanent residential dwelling unit that is accessory to a principal dwelling on the same site. An accessory dwelling unit provides complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, sanitation, and parking. Refer to section 20.400.330~~

G. Stanton Municipal Code Title 20 Section 20.710.050 “E” Definitions is amended as follows:

Efficiency Unit. ~~See “Studio Apartment.”~~ as defined by Section 17958.1 of the California Health and Safety Code.

H. Stanton Municipal Code Title 20 Section 20.320.030 General Parking Standards for All Zones, Table 3-6 Off-Street Parking Space Requirements is amended as follows:

Table 3-6 Off-Street Parking Space Requirements (cont’d)	
Description of Use	Required Number of Spaces (1) <i>See Section 20.320.030.B (Calculation Metrics)</i>
Accessory Dwelling Units	1 space per unit or 1 space per bedroom, whichever is less. Parking is not required if the accessory dwelling unit: a. is within 1/2 mile of public transit, as designated by a public agency, or b. that is in an architecturally or historically significant district, or

~~c. that is in an existing primary residence or an existing accessory structure,~~

~~or~~

~~d. when an on-street parking permit is required but not offered to the occupant of the accessory dwelling unit, or~~

~~e. when there is a car share vehicle, as designated by a public agency, located within 1 block of the accessory dwelling unit~~

Refer to Section 20.400.330 Accessory Dwelling Units

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: January 28, 2020

SUBJECT: COOPERATION AGREEMENT WITH STANTON ENERGY HOLDCO, LLC FOR PUBLIC BENEFIT FEES WITH THE CONSTRUCTION AND OPERATION OF A MAJOR UTILITY SERVICE FACILITY (STANTON BATTERY ENERGY STORAGE) LOCATED AT 8230 PACIFIC STREET

REPORT IN BRIEF

The approved project, known as Stanton Battery Energy Storage (SBES), includes public benefit fees implemented as part of a Cooperation Agreement ("Agreement") with the applicant, Stanton Energy Holdco, LLC ("Applicant"). This Agreement, in furtherance of the City's commitment to promote a reliable power supply for the City and surrounding region, establishes a cooperative working relationship between the Parties.

RECOMMENDED ACTION

1. The City Council declare that the action is not a project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(3) and 15378(b); and
2. Authorize the City Manager, or designee, to negotiate and execute the Cooperation Agreement with Stanton Energy Holdco, LLC, in conjunction with the Stanton Battery Energy Storage for additional benefits for the local community.

BACKGROUND

On January 15, 2020, the Planning Commission held a public hearing, considered and approved Conditional Use Permit C19-07 and Precise Plan of Development PPD-801 to allow for the construction and operation of a major utility service facility (Stanton Battery Energy Storage) located at 8230 Pacific Street in the IG (Industrial General) Zone. As part of the Conditions of Approval, an Agreement is required to be executed between the Applicant and the City.

ANALYSIS/JUSTIFICATION

The SBES facility will provide local and regional ancillary services to the electric grid to benefit the residents of the City of Stanton (City) and adjacent cities. The proposed project consists of up to 70mW/ 280MWh battery energy storage system. It is designed to receive energy from an interconnection point with Southern California Edison (SCE). When electricity demand is low, it will store energy in batteries and later discharge the energy back into the SCE electric system via the interconnection point between the two different telecom operators.

The Agreement attached hereto in Attachment A was mutually prepared with the Applicant and the City. The Agreement sets forth a 15 year term wherein public benefit fees for neighborhood improvement and community events will be paid annually. A use tax direct payment permit is applicable to designate the City as the jurisdiction to receive any and all use taxes from the purchases or leases made from out of State vendors. Additionally, performance contingency payments based on operating proforma and set at increasing increments every five years is included in the Agreement. The Agreement also sets forth indemnifications and future litigation expenses.

Ultimately, the Agreement achieves additional benefits for the local community and protection for the City. In the absence of this Agreement, the additional benefits for the local community would not otherwise flow to the City.

FISCAL IMPACT

The agreement shall continue for a period of 15 years from the Effective Date. The terms are as follows:

- \$10,000 upon execution of the Cooperation Agreement,
- \$10,000 upon closing of financing for the project,
- \$12,000 annually to be utilized for Neighborhood Improvements,
- \$1,000 annually to provide financial support to qualifying residents for recreation programs and activities offered through the City, and
- Performance Contingency Payments.

ENVIRONMENTAL IMPACT

Staff has determined that the approval of the Agreement is exempt from environmental review pursuant to the California Environmental Quality Act of 1970 (CEQA), as amended, and the Guidelines promulgated thereunder. Specifically, the City's approval of the Agreement would not constitute approval by the City of any development of the Property or of other activity on the Property that would have a direct or reasonably foreseeable indirect environmental impact pursuant to CEQA (See 14 C.C.R. §§ 15060(c); 15378(b).) Further, the City conducted environmental review in accordance with CEQA prior to discretionary action of the project as part of Conditional Use Permit C19-07 and Precise Plan of Development PPD-801 wherein the project was

determined Categorically Exempt per CEQA, section 15332, Class 32 (In-Fill Development).

PUBLIC NOTIFICATION

Through the regular agenda-posting process.

STRATEGIC PLAN

2 – Promote a Strong Local Economy

5 – Provide a High Quality of Life

Prepared by:



Amy Stonich, AICP
City Planner

Approved by:



Jared L. Hildenbrand
City Manager

ATTACHMENTS:

A. Cooperation Agreement

Recorded at request of:)
City Clerk)
City of Stanton)
)
When recorded return to:)
City of Stanton)
)

Stanton, CA)
Attention: City Clerk)
)

Exempt from filing fees pursuant to Government Code §6103

COOPERATION AGREEMENT

BETWEEN

CITY OF STANTON
a California municipal corporation

and

STANTON ENERGY HOLDCO LLC
a Delaware limited liability company

COOPERATION AGREEMENT

This Cooperation Agreement (hereinafter "Agreement") is entered into as of this ____ day of _____, 20__ by and between the CITY OF STANTON, a California municipal corporation ("City"), and the STANTON ENERGY HOLDCO, LLC, a Delaware limited liability company ("SEH"). City and SEH are sometimes individually referred to herein as "Party" and collectively as "Parties."

RECITALS

A. SEH has a legal or equitable interest in certain real property consisting of one 0.66 acre parcel of land located in the City of Stanton, County of Orange, State of California, more particularly described in Exhibit "A" ("Property"), which is attached hereto and by this reference made a part of this Agreement.

B. SEH proposes to construct the "Stanton Battery Energy Storage Project" ("Project") on the Property, which will consist of up to a 70MW/280MWh energy storage system and provide local and regional ancillary services to the electric grid for the benefit of the City of Stanton and adjacent cities. A preliminary Project description, as well as a preliminary description of the Project's design and operation, is more particularly described in Exhibit "B" ("Project Description, Design, and Operation"), which is attached hereto and by this reference made part of this Agreement.

C. The Project qualifies as a Major Utility Service Facility under Stanton Municipal Code section 20.700.130.

D. The Project's location (i.e., the Property) is designated as "Industrial" by the Stanton General Plan and zoned Industrial General "IG." Major Utility Service Facilities are consistent with Industrial designations under the Stanton General Plan and allowed, per Stanton Municipal Code section 20.220.020, in Industrial General zones with an approved Conditional Use Permit ("CUP").

E. Consistent with these requirements, beyond this Agreement, SEH has been granted entitlements for the Project that include, but are not limited to, a CUP. The physical effects, if any, of the Project and this Agreement have been analyzed pursuant to the California Environmental Quality Act ("CEQA") and the Project has been determined to be exempt from environmental review pursuant to the California Environmental Quality Act of 1970.

F. All actions taken by the City have been duly taken or approved in accordance with all applicable legal requirements for notice, public hearings, findings, votes, and other procedural matters.

G. SEH desires to enter into this Agreement to establish a cooperative working relationship between the Parties and to avoid delays by expediting the Project's entitlements process, where feasible.

H. The City desires to enter into this Agreement in furtherance of the City's commitment to promote a reliable power supply for the City and surrounding region, to establish a cooperative working relationship with the Parties, and to achieve additional benefits for the local community that would be otherwise not flow to the City in the absence of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, and conditions hereinafter set forth, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The above recitals are hereby incorporated into this Agreement as if fully set forth herein.

2. **Term of Agreement.** The Term shall commence upon the satisfaction of all of the following: (i) ninety (90) days shall have passed following final City approval of the project approvals and no challenges to the project approvals have been filed within such time period; (ii) if such challenges have been filed, such challenges have been adjudicated or settled to the satisfaction of SEH at its sole and absolute discretion; (iii) SEH has executed an offtake agreement with Southern California Edison ("SCE") or other offtaker at terms satisfactory to SEH at its sole and absolute discretion; and (iv) SEH has completed the Project and commenced commercial operations pursuant to the offtake agreement. ("Effective Date"). Thereafter, the Term shall continue for a period of fifteen (15) years from the Effective Date, unless earlier terminated as provided herein.

3. **Termination.** This Agreement shall be deemed terminated and of no further effect upon (a) the expiration of the Term or any extension thereof agreed to in writing by the Parties, (b) cessation of operation of the Project under the terms of the original offtake contract, (c) SEH does not construct the Project, (d) entry of a final judgment setting aside, voiding, or annulling the Agreement, or (e) as may be provided by other specific provisions of this Agreement.

4. **Effect of Termination.** Upon any termination of this Agreement, the only rights or obligations under this Agreement which either Party shall have are:

- 4.1. The completion of obligations which were to have been performed prior to termination;
- 4.2. The performance and cure rights set forth in Section 8 of this Agreement;
- 4.3. Those obligations that are specifically set forth as surviving this Agreement, such as those described in Sections 7.1 through 7.6 and Sections 9.1 through 9.2 of this Agreement; and
- 4.4. Notwithstanding the foregoing, termination of this Agreement shall not invalidate any land use approvals vested in the Property and regulatory approvals vested in the Property.

5. City's Obligations.

- 5.1. Community Outreach. As applicable, the City shall participate in community outreach with SEH regarding the Project. To that end, the City designates Jarad L. Hildenbrand, City Manager, or designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement, including, attending community meetings or workshops, if any, conducted by SEH regarding the Project.
- 5.2. Staffing and Expedited Processing. City shall employ all lawful actions capable of being undertaken by City to promptly receive and review applications, information, and documents or data related to the Project, as requested by SEH or other regulatory agencies during the Project's permitting process, development, design, construction and operation.
- 5.2.1. In order to expedite the review of SEH's or other regulatory agencies' applications, information, and documents or data, SEH may request the City to retain a consultant or other third party to supplement the work of City staff. Upon such request, the City shall inform SEH within twenty (20) days of the estimated cost of retaining such assistance. If SEH agrees in writing to pay the full cost of retaining such assistance within ten (10) days after the City informs SEH of the estimated cost, the City shall immediately retain the consultant or other third party to provide that assistance. Under such circumstances, the City shall continue to use its best efforts to undertake the most accelerated review and processing of SEH's or other regulatory agencies' applications, information, and documents or data related to the Project which the law permits. The City may require SEH to tender deposits against the estimated cost of retaining such assistance and may further require SEH to make periodic payments of the costs of retaining such assistance.
- 5.2.2. With respect to any "plan-checking" of SEH's submittals, the City, directly or indirectly through its consultant, shall complete the plan checking process within thirty (30) days of receiving each plan check submittal from SEH.
- 5.3. Assistance of City Staff. In addition to the foregoing, the City shall make its staff available, at SEH's cost, to assist SEH in securing permits and approvals required by other government agencies. Such cooperation may include providing written or oral testimony to other governmental agencies, provided that the City shall retain absolute discretion as to the form and content of any such testimony or input. The City does not warrant or represent: (i) that any governmental or regulatory permits or approvals will be granted or (ii) that any utilities or services will be provided for the

Project.

6. SEH's Obligations.

- 6.1. Entitlements, Permits and Approvals. SEH shall obtain all necessary entitlements, permits, approvals, utilities, and services required for Project construction, operation, and maintenance.
- 6.2. Public Benefits: Neighborhood Improvement Fee. Upon execution of this Agreement and approval of the Project, SEH agrees to pay a one-time fee of \$10,000 to the City. SEH agrees to pay a second \$10,000 upon the closing of the financing for the Project. Upon the Effective Date, SEH shall pay the City \$12,000 annually to be utilized by the City, in the City's sole and absolute discretion, for improvements to the Property's surrounding neighborhood.
- 6.3. Public Benefits: Community Events. Upon the Effective Date, SEH agrees to pay the City \$1,000 annually by July 1 each year to be utilized by the City's Community Services Department, in its sole and absolute discretion, to provide financial support to qualifying residents for recreation programs and activities offered through the City.
- 6.4. Public Benefits: Use Tax. SEH shall apply for a "Use Tax Direct Payment Permit" from the State of California. If granted a Use Tax Direct Payment Permit, SEH shall provide all out of State vendors from which qualifying Use Tax purchases are made, the Use Tax Direct Payment Permit and shall then self-report the purchase or lease so as to designate the City as the jurisdiction to receive any and all use taxes from the purchases or leases made from out of State vendors. If SEH is not able to obtain a Use Tax Direct Payment Permit, SEH will communicate with all vendors charging applicable California Sales Tax on purchases by SEH that the location of the project is within the City of Stanton to ensure the appropriate district tax allocation. SEH also certifies that it will accrue any applicable California Use Tax on purchases from vendors not having nexus in California, and appropriately allocate the local tax on those purchases to the City of Stanton on the Computation Schedule for District Tax for each associated California Use Tax Return.
- 6.5. Performance Contingency Payments. As part of the underwriting of the Project, SEH is required to provide its lender an operating proforma ("Operating Proforma"). The first full calendar year following the Effective Date of the Agreement and every year thereafter, provided that SEH's auditor determines the Project outperforms the profit assumptions set forth in the Operating Proforma ("Performance Benchmark"), SEH shall provide an additional payment to the City as follows: (i) Years 1 through 5: an additional \$10,000 per year; (ii) Years 6 through 10: an additional \$12,500

per year; (iii) Years 11 through 15: an additional \$15,000 per year (collectively, "Performance Contingency Payments"). SEH's auditor shall determine whether SEH achieved the Performance Benchmark with respect to the preceding calendar year no later than April 1 of the following year and if such Performance Benchmark was achieved, SEH shall make the Performance Contingency Payment within thirty (30) calendar days thereafter.

7. Third Party Litigation.

7.1. Third Party Litigation Concerning the Agreement. SEH shall, at SEH's expense, defend, indemnify, and hold the City, its officers, employees and independent contractors engaged in Project planning or implementation, harmless from any third-party claim, action or proceeding against City, its agents, officers or employees to attack, set aside, void, or annul the approval of this Agreement. City shall promptly notify SEH of any such claim, action or proceeding, and City shall cooperate in the defense. City may in its discretion participate in the defense of any such claim, action or proceeding.

7.2. Indemnity. In addition to the provisions of Section 7.1, SEH shall indemnify and hold City, its officers, agents, employees and independent contractors, engaged in this Agreement, Project planning or implementation, free and harmless from any third-party liability or claims based or alleged upon any act or omission of SEH, its officers, agents, employees, subcontractors and independent contractors, for property damage, bodily injury or death (SEH's employees included) or any other element of damage of any kind or nature, relating to or arising from this Agreement, the Project, or any other governmental or regulatory permit or approval process, except for claims for damages arising through active negligence or willful misconduct of City, its officers, agents, employees and independent contractors. SEH shall defend, at SEH's expense, including attorneys' fees, City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions of SEH. City may in its discretion participate in the defense of any such legal claim, action, or proceeding.

7.3. Environmental Contamination. SEH shall indemnify and hold City, its officers, agents, and employees free and harmless from any liability, based or alleged, upon any act or omission of SEH, its officers, agents, employees, subcontractors, predecessors in interest, successors, assigns, and independent contractors, resulting in any violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions, and SEH shall defend, at its expense, including attorneys' fees, City, its officers, agents and employees in

any action based or asserted upon any such alleged act or omission. City may in its discretion participate in the defense of any such claim, action, or proceeding, but must assume its own costs in participating in the defense.

7.4. City to Approve Counsel; Counsel of Litigation. With respect to Sections 7.1 through 7.3, City reserves the right either (a) to approve the attorney(s) that SEH selects, hires, or otherwise engages to defend City, which approval shall not be unreasonably withheld or delayed, or (b) if SEH is not agreeable to City's disapproval of counsel, to conduct its own defense. If City elects to conduct its own defense, SEH shall reimburse City for reasonable costs and fees. To the extent that SEH does not timely pay its full share of attorneys' fees and court costs, the City reserves the right to reduce or abandon its defense of any litigation. SEH shall have the right to audit all billings for such fees and expenses. City shall not have the right to approve counsel selected by SEH to represent SEH's interests in any litigation. In any joint defense between the City and SEH of matters arising under this Agreement, City shall cooperate fully with SEH's counsel. To the extent that SEH has failed to timely pay its full share of attorneys' fees and court costs under this Section 7.4, SEH shall be deemed to have waived any right to participate in the selection of counsel and/or be involved in establishing and implementing litigation strategy, and SEH's rights under this Agreement shall be suspended until SEH has fully reimbursed the City to make up a funding shortfall created by SEH's failure to timely pay.

7.5. Survival. The provisions of Sections 7.1 through 7.6, inclusive, shall survive the termination, cancellation, or expiration of this Agreement.

8. Default. Before either Party may declare a default, which is a material breach, of this Agreement, the Procedures of this Section 8 must be followed.

8.1. Notice. The Party asserting a default (the "Non-Defaulting Party") may elect to do so by providing written notice to the Party alleged to be in default of this Agreement (the "Defaulting Party") setting forth the nature of the default and the actions, if any, required by the Defaulting Party to cure the default. The Defaulting Party shall be deemed in default if the Defaulting Party fails to cure the default within thirty (30) business days after the date of such notice (for monetary defaults), within sixty (60) days after the date of such notice (for non-monetary defaults), or within an extended period if authorized in writing by the Non-Defaulting Party ("cure periods"). If the nature of the alleged default is such that it cannot be reasonably cured within the applicable cure period, the Defaulting Party shall not be deemed to be in default if it has commenced efforts to cure the default within the applicable cure period and continues to diligently pursue completion of the cure.

8.2. Default Remedies. If such material breach is not corrected or corrective action commenced within the cure periods and the Non-Defaulting Party has

complied with the notice of default and opportunity to cure requirements of this Section 8, the Non-Defaulting Party may, at its option, institute legal action to cure, correct, or remedy the alleged default, enjoin any threatened or attempted violation, enforce the terms of this Agreement by specific performance, or pursue any other legal or equitable remedy. These remedies shall be cumulative rather than exclusive, except as otherwise provided by law.

- 8.3. Waiver; Remedies Cumulative. All waivers of performance must be in a writing signed by the Party granting the waiver. There are no implied waivers. Failure of the City or SEH to insist upon the strict performance of any provision of this Agreement, irrespective of the length of time for which such failure continues, shall not constitute a waiver of the right to demand strict compliance with this Agreement in the future.

A written waiver affects only the specific matter waived and defines the performance waived and the duration of the waiver. Unless expressly stated in a written waiver, future performance of the same or any other condition is not waived.

A party who complies with the notice of default and opportunity to cure requirements of Section 8, where applicable, and elects to pursue a legal or equitable remedy available under this Agreement does not waive its right to pursue a legal or equitable remedy available under this Agreement, unless prohibited by statute, court rules, or judicial precedent.

- 8.4. Alternative Dispute Resolution. Any dispute between the Parties may, upon the mutual agreement of the Parties, be submitted to mediation, binding arbitration, or any other mutually agreeable form of alternative dispute resolution. While an alternative dispute process is pending, the statute of limitation shall be tolled for any claim or cause of action which either of the Parties may have against the other.

9. Future Litigation Expenses.

- 9.1. Payment to Prevailing Party. If either Party brings a legal or equitable proceeding against the other Party which arises in any way out of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and all other reasonable costs and expenses incurred in that proceeding.
- 9.2. Scope of Fees. Attorneys' fees under this Section shall include attorney's fees on any appeal and in any post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the termination of this Agreement.

10. Encumbrances, Assignments, and Releases.

10.1. Discretion to Encumber. This Agreement shall not prevent or limit SEH, in any manner, at SEH's sole discretion, from encumbering some or all of the Property or any improvement on the Property by any mortgage, deed of trust, or other security device to secure financing related to the Property or the Project.

10.2. Transfer or Assignment. This Agreement shall be binding upon, and inure to the benefit of, each of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or its rights or interests hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. In any request by SEH to assign SEH's rights hereunder, SEH shall provide the City assurances reasonably satisfactory to the City that SEH's proposed assignee or transferee will be financially and technically capable of performing SEH's obligations under this Agreement, and SEH's assignee or transferee shall expressly and unconditionally assume all duties and obligations of SEH under this Agreement remaining to be performed at the time of the Agreement. Any assignment of this Agreement by SEH shall be in a form substantially similar to Exhibit "C", attached hereto and incorporated by this reference.

10.3. Effect of Assignment. Unless otherwise stated within the Assignment, upon an Assignment, the assignee shall be liable for the performance of all obligations of SEH, and shall be subject to the terms of the Agreement to the same extent as if the assignee were SEH.

10.4. Assignment for Purposes of Project Financing.

10.4.1. "Project Financing" means any construction and long-term project financing or other type of financing (including leasing) as may be necessary for the Project or any refinancing hereof, in each case as SEH may determine.

10.4.2. "Project Lenders" means lenders and other providers from time to time of Project Financing.

10.4.3. The Parties acknowledge that the development and construction of the Project may be financed by a finance facility or by other financing arranged by SEH, or through Project Financing by Project Lenders. Each Party agrees in good faith to consider changes or additions to this Agreement that may be reasonably requested by the Project Lenders in order to support Project Financing. The parties also agree that, notwithstanding Section 10.2, SEH may assign this Agreement to the Project Lenders as

collateral to support the Project Financing. In connection with any such assignment, the City agrees to enter into a three-party agreement with SEH and the Project Lenders under which the City shall consent to any such assignment and shall agree to other customary and reasonable provisions for the benefit of the Project Lenders including, without limitation, provisions under which the Project Lenders or their designees (a) may exercise and receive the rights and benefits of SEH under this Agreement, (b) shall be entitled to receive copies of any notices hereunder that the City might provide to SEH, (c) shall be given the right to consent to any proposed changes to or modifications of this Agreement, (d) may, to the extent agreed to by the City, have extended cure periods to cure any defaults by SEH hereunder and (e) may, to the extent agreed to by the City, have other similar or related benefits or protections as reasonably requested by the Project Lenders to support the Project Financing. In exchange for the City's agreement of such a Project Financing Assignment Agreement, SEH shall agree to retain and continue to be liable for all the duties, liabilities, and obligations of SEH under this Agreement. Such Project Financing Assignment Agreement shall be in a form substantially similar to Exhibit "D", attached hereto and incorporated herein by reference. Without limiting the generality of the foregoing, in connection with any collateral assignment by SEH of this Agreement to the Project Lenders as set forth in this Section 10.4.3, the City further agrees to furnish the Project Lenders with such other documents as may be reasonably requested by the Project Lenders upon payment of copying costs, as well as the resolution of the City Council authorizing the execution and delivery of the Agreement and the aforementioned agreement with Project Lenders.

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the City and SEH with respect to the matters set forth in this Agreement. This Agreement supersedes all negotiations or previous agreements between the City and SEH with respect to the subject matter of this Agreement.

12. Covenant of Cooperation. City and SEH shall cooperate and deal with each other in good faith and assist each other in the performance of the provisions of this Agreement.

13. Project as a Private Undertaking. It is specifically understood by the City and SEH that: (i) the Project is a private development; (ii) the City has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property; and (iii) SEH shall have the full power and exclusive control of the Property, subject to the obligations of SEH set forth in this Agreement.

14. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, construe, limit, amplify, or aid in the interpretation, construction, or meaning of any of the provisions of this Agreement.

15. Consent. Where the consent or approval of the City or SEH is needed to implement this development under this Agreement, the consent or approval shall not be unreasonably withheld, delayed, or conditioned.

16. Execution and Recording. This Agreement shall be recorded against the Property and shall run with the land. The City Clerk shall cause a copy of this Agreement to be signed by the appropriate representatives of the City and recorded with the Office of the County Recorder of Orange County, California, within ten (10) days following the effective date of the Effective Date. The failure of the City to sign and/or record this Agreement shall not affect the validity of and binding obligations set forth in this Agreement.

17. Delay for Events Beyond the Parties' Control. Performance by either Party of its obligations under this Agreement shall be excused, and the Term shall be extended, for periods equal to the time during which: (1) litigation is pending which challenges any matter, including compliance with CEQA or any other local, state, or federal law, related in any way to the approval or implementation of all or any part of the Project. Any such extension shall be equal to the time between the filing of litigation, on the one hand, and the entry of final judgment or dismissal, on the other. All such extensions shall be cumulative; (2) any application by SEH for state or federal regulatory permits and/or approvals required for the Project has been pending more than one year after its submittal; or (3) a delay is caused by reason of any event beyond the control of City or SEH which prevents or delays performance by City or SEH of obligations under this Agreement. Such events shall include, by way of example and not limitation, acts of nature, enactment of new conflicting federal or state laws or regulations, judicial actions such as the issuance of restraining orders and injunctions, and riots, strikes, or damage to work in process by reason of fire, mud, rain, floods, earthquake, or other such casualties.

If City or SEH seeks excuse from performance, it shall provide written notice of such delay to the other within thirty (30) days of the commencement of such delay. If the delay or default, whether material or immaterial, is beyond the control of City or SEH it shall be excused, and an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon. Any disagreement between the Parties with respect to whether this Section 18 applies to a particular delay or default is subject to the filing by either Party of an action for judicial review of the matter, including requests for declaratory and/or injunctive relief.

18. Interpretation and Governing Law. In any dispute regarding this Agreement, the Agreement shall be governed and interpreted in accordance with the laws of the State of California. Venue for any litigation concerning this Agreement shall be in Orange County, California.

19. Time of the Essence. Time is of the essence in the performance of this Agreement as to which time is an element.

20. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

21. Estoppel Certificate. Within ten (10) business days following a written request by either of the Parties, the other Party shall execute and deliver to the requesting Party a statement certifying that (i) either this Agreement is unmodified and in full force and effect or there have been specified (date and nature) modifications to the Agreement, but it remains in full force and effect as modified; and (ii) either there are no known current uncured defaults under this Agreement or that the responding Party alleges that specified (date and nature) defaults exist. The statement shall also provide any other reasonable information requested. The failure to timely deliver this statement shall constitute a conclusive presumption that this Agreement is in full force and effect without modification, except as may be represented by the requesting Party and that there are no uncured defaults in the performance of the requesting Party, except as may be represented by the requesting Party. SEH shall pay to the City all reasonable administrative costs incurred by the City in connection with the issuance of estoppel certificates under this Section 22 prior to the City's issuance of such certificates.

22. Relationship of City and SEH. The contractual relationship between the City and SEH arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third-party beneficiary rights.

23. Waiver of Right to Protest. Execution of this Agreement is made by SEH without protest. SEH knowingly and willingly waives any rights it may have under California Government Code Section 66020 or any other provision of law to protest the imposition of any fees, dedications, reservations, or other exactions imposed on the Project as authorized by this Agreement.

24. Notices. All notices, demands, and correspondence required or permitted by this Agreement shall be in writing and delivered in person or mailed by first class or certified mail, postage prepaid, addressed as follows:

If to City, to:
City of Stanton
7800 Katella Avenue
Stanton, California 90680
Attn: City Manager

With a copy to:
Matthew E. Richardson
Best Best & Krieger LLP
18101 Von Karman Avenue, Suite 1000
Irvine, California 92612

If to SEH, to:
Stanton Energy Holdco, LLC
650 Bercut Drive, Suite A
Sacramento, California 95811

With a copy to:
John Ramirez
Rutan & Tucker, LLP
611 Anton Blvd., Suite 1400
Costa Mesa, CA 92626

SEH and City have executed this Agreement on the dates set forth below.

CITY

City of Stanton, a California
municipal corporation

By: _____
David J. Shawver
Mayor

Date: _____

ATTEST:

By: _____
Patricia A. Vazquez
City Clerk

Date: _____

APPROVED AS OF FORM:

By: _____
Matthew E. Richardson
City Attorney

Date: _____

SEH

By: _____
Kara Miles
President

Date: _____

By: _____

Date: _____

EXHIBIT A

[Property Description]

THAT CERTAIN REAL PROPERTY LOCATED IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 2 OF PARCEL MAP NO. 92-193, IN THE CITY OF STANTON, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 278, PAGES 36 AND 37 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

EXCEPT ALL MINERALS, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, IN AND UNDER SAID LAND HOWEVER, WITHOUT THE RIGHT OF SURFACE ENTRY AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, OR ITS SUCCESSORS AND ASSIGNS, BY DEED RECORDED JANUARY 10, 1994 AS INSTRUMENT NO. 94-0018303 OF OFFICIAL RECORDS.

APN: 126-531-40 & 126-553-18

[General Arrangement]

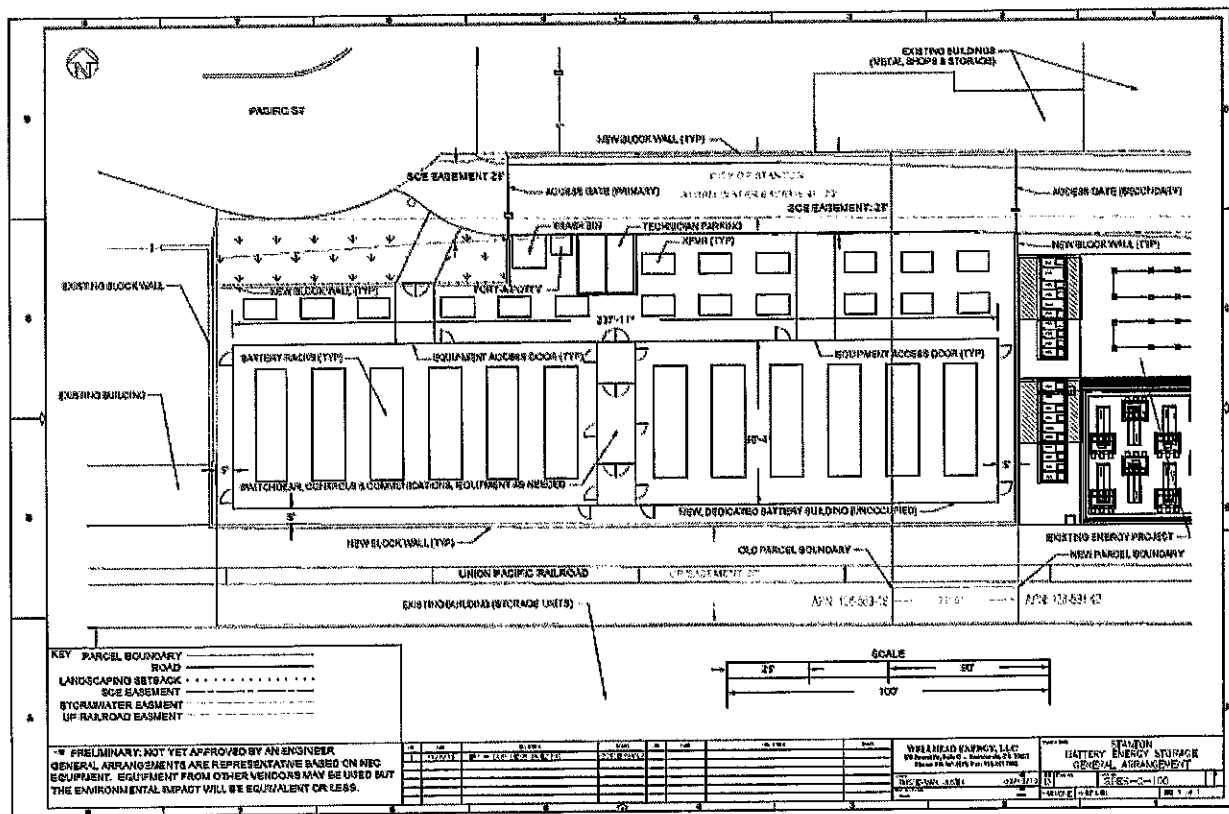


EXHIBIT B

[Project Description]

1.1 Project Background

Stanton Battery Energy Storage (SBES) is proposing to install up to a 70MW/280MWh battery energy storage system which would provide local and regional ancillary services to the electric grid to benefit the residents of the City of Stanton (City) and adjacent cities.

1.2 Project Location

The Project site is located on an approximately 0.66-acre parcel at 8230 Pacific Street in the city of Stanton (City) (Figure 1). The site is currently a paved storage yard used for temporary staging and storage for the construction of the adjacent Stanton Energy Reliability Center. The site is located in an area zoned as Industrial General (IG) under the City General Plan and is zoning and generally surrounded by industrial and commercial land uses except for the residential neighborhood to the northwest of the site.¹

1.3 Existing Environment

The site is adjacent to an unrelated utility facility on the east side. Uses on the east side of Fern Avenue are industrial. The City's corporate yard is located immediately to the west and abutting the Project site. Residential uses begin opposite the entrance at the corner of Pacific Street and Fern Avenue and are across a public right-of-way. The residential units are on land zoned as Industrial but are designated as Medium Residential in the City General Plan. A one-track railroad extends along the length of the south side of the Project site.

1.4 Project Purpose

The Project is designed to receive energy from an interconnection point with Southern California Edison (SCE) when electricity demand is low (relative to supply), store that energy in batteries, and later discharge the energy back into the SCE electric system via the interconnection point. The Project would consist of up to a 70MW/ 280MWh of energy storage system which would provide local and regional ancillary services to the electric grid to benefit the residents of the City and adjacent cities.

1.5 Project Description and Entitlement Requirements

The Project requires both a Conditional Use Permit and a Precise Plan of Development. The Project would use one of several potential energy storage battery equipment configurations, depending on final engineering and vendor selection. That equipment is expected to include the following: (1) energy storage/batteries housed in a ~11,500 square foot building (237' 11" L x 50' 4" W x 31' 6" H), (2) inverters and transformers that will convert alternating current electric energy into direct current electrical energy

¹ City of Stanton. 2019. General Plan – Land Use and Zoning Maps. Available at: <http://ci.stanton.ca.us/Departments/Community-Development/Planning-Division/General-Plan-Land-Use-and-Zoning-Maps?folderId=475&view=gridview&pageSize=10>. Accessed: October 2019.

and the reverse when discharging to the SCE grid, and (3) switchgear and other protective electrical equipment.

The Project would connect to SCE's Barre 230kV/66kV "A" substation located directly east and north of the adjacent utility facility via underground electrical cables. The proposed Project would be designed for complete remote operation and generally unoccupied.

The Project site and equipment would include integrated fire protection, and HVAC systems. The maximum height of structures would be 31.5 feet. New block walls would be added on the northern, eastern, and western boundaries of the property. The north and south walls would be at least 6' high. The east wall would be 7' high. A business identification sign stating Stanton Battery Energy Storage would be located at the entrance on Pacific Street under a separate sign permit.

Since the proposed Project is designed for remote operation, the site would provide two internal parking spots for an occasional maintenance vehicle. A portable bathroom facility would be on site. The project would include a comprehensive security system for remote monitoring 24 hours per day, 7 days per week.

Access to the Project site would be via a City-approved entrance off the intersection of Pacific Street and Fern Avenue with a driveway approach located at the northwest corner of the site. Internal site access would be provided via a 20-foot wide all-weather driveway, as well as a fire truck turnaround located on the property to the east. In order to provide security and additional screening for the site, an 8-foot tall metal perimeter fence with vehicular access gate would span the northwest corner of Project site (i.e., the Pacific Street and Fern Avenue frontage). The Project has rights for a secondary emergency access from the adjoining property to the east via a dedicated concrete bridge over the Stanton Storm Channel.

The Project would be developed to all lot lines except in the required setback areas along Fern Avenue and Pacific Street where landscape plants and materials would include Blue Chalkstick, Vangated New Zealand Flax, Bushy Yate, Pine Muhly, Red Fountain Grass and boulders in compliance with City landscape and water conservation standards for industrial zones, subject to final City review during the building permit process. Within the project, areas not covered by the energy storage system enclosures and associated electrical equipment pads would be surfaced with low maintenance crushed rock.

The Project is intended to be built in one phase. It is possible the Project could be built out in multiple phases if required by SCE or other Load Serving Entity (LSE) counterparties. All Project site perimeter fences and/or walls, battery building, landscaping, parking, and portable restroom would be developed in one phase.

EXHIBIT C

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF COOPERATION AGREEMENT BETWEEN CITY OF STANTON AND STANTON HOLDCO, LLC

THIS ASSIGNMENT AND ASSUMPTION OF COOPERATION AGREEMENT BETWEEN CITY OF STANTON AND STANTON ENERGY HOLDCO, LLC ("Assignment") is made as of the _____ day of _____, 20__ ("Effective Date"), by and among [ENTITY] ("[ENTITY]") a [LEGAL DESIGNATION] ("Assignor") and _____ ("Assignee"). Assignor and Assignee are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. Stanton Energy HOLDCO, LLC ("SEH"), a Delaware limited liability company entered into that certain Cooperation Agreement, dated _____, 2020 with the City of Stanton ("City") ("Agreement") related to certain real property consisting of approximately 0.66 acres of land located in the City, more particularly described in Exhibit "A" ("Property") of the Agreement.

B. [ENTITY] desires to assign and delegate, and Assignee desires to accept and assume, all of [ENTITY'S] rights and obligations under the Agreement in accordance with the terms and conditions set forth herein.

C. City has approved the Assignment in accordance with the terms and conditions set forth herein and in the Agreement.

AGREEMENT

1. Incorporation of Recitals. The above recitals are hereby incorporated into this Assignment as if fully set forth herein.

2. Assignment and Assumption. Effective as of the Effective Date, [ENTITY] hereby assigns, transfers, and conveys to Assignee all of [ENTITY'S] rights, interest, duties, liabilities, and obligations in, to, and under the Agreement, and Assignee hereby accepts and assumes all such rights, interests, duties, liabilities, and obligations under the Agreement from [ENTITY] for the Property.

3. City Consent to Assignment. Effective as of the Effective Date, City hereby consents to the Assignment and hereby fully releases and forever discharges [ENTITY] from any and all obligations to City under the Agreement for the Assigned Property. [** To be omitted unless Owner is in major default, if included, add city signature block].

4. Entire Agreement. This Assignment Agreement represents the final and entire agreement between the parties in connection with the subject matter hereof, and may not be modified except by written agreement signed by both [ENTITY] and Assignee.

5. Governing Law. This Assignment Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of California, without regard to conflict of law rules. Venue for any litigation concerning this Agreement shall be in Orange County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Assignor:

[ENTITY]

a [LEGAL DESIGNATION]

By: _____

Name: _____

Its: _____

Assignee:

By: _____

Name: _____

Its: _____

EXHIBIT D

ASSIGNMENT AND ASSUMPTION AGREEMENT (FOR PROJECT FINANCING PURPOSES)

ASSIGNMENT AND ASSUMPTION OF COOPERATION AGREEMENT BETWEEN CITY OF STANTON, STANTON ENERGY HOLDCO, LLC, AND _____

THIS ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AGREEMENT BETWEEN THE CITY OF STANTON AND STANTON ENERGY RELIABILITY CENTER, LLC, ("Assignment Agreement") is made as of the _____ day of _____, 2020 ("Effective Date"), by and among THE CITY OF STANTON, a California municipal corporation ("City"), STANTON ENERGY HOLDCO, LLC, a Delaware limited liability company ("SEH") and _____, a _____ ("Assignee"). City, Assignor, and Assignee are sometimes individually referred to as "Party" and collectively as "Parties."

RECITALS

A. SEH and City entered into that certain Cooperation Agreement, dated _____, 20____ by and between the City, on the one hand, and SEH, on the other hand ("Cooperation Agreement") for the development of certain real property consisting of approximately 0.66 acres of land located in the City, more particularly described in Exhibit "A" ("Property") of the Cooperation Agreement.

B. SEH entered into that certain financing agreement, dated _____, 20____ by and between SEH on the one hand, and Assignee, on the other hand ("Financing Agreement"), in connection with an arrangement to provide financing for SEH's construction of the "Stanton Energy Storage Project" on the Property. Pursuant to such arrangement, [INSERT DESCRIPTION OF FINANCIAL ARRANGEMENT].

C. In order to facilitate the financing transaction contemplated by the Financing Agreement, SEH desires to assign and delegate, and Assignee desires to accept and assume, all of SEH's rights under the Cooperation Agreement in accordance with the terms and conditions set forth herein, and subject to SEH's continued responsibility for all obligations under the Cooperation Agreement.

D. City has approved the Assignment in accordance with the terms and conditions set forth herein and in this Assignment Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SEH and Assignee do hereby agree as follows:

1. Incorporation of Recitals. The above referenced Recitals are a substantive part of this Assignment Agreement and are incorporated herein by this reference.

2. Assignment and Assumption. Effective as of the Effective Date, SEH hereby assigns, transfers, and conveys to Assignee all of SEH's rights and interest in, to, and under the Cooperation Agreement, and Assignee hereby accepts and assumes all such rights and interests under the Cooperation Agreement from SEH for the Property ("Assigned Property").

3. SEH's Continued Liability. Notwithstanding the assignment and assumption set forth in Section 2, SEH and Assignee expressly agree that as a condition to the consent of City to this Assignment, SEH, as the developer and owner of the Property, shall continue to be fully responsible for all of the duties, liabilities, and obligations in, to, and under the Development Agreement for the Assigned Property. This Assignment shall not discharge SEH from any or all obligations to City under the Cooperation Agreement for the Assigned Property. In the event of any default under such obligations, City agrees to give notice to both SEH and Assignee and each of them shall be entitled to cure such default within the designated cure period. SEH and Assignee shall be responsible for coordinating such cure and neither shall be entitled to any additional cure period. For the purposes of this Section 3, SEH shall remain a primary obligor and not a guarantor of Assignee's obligations under this Assignment. The terms of this Section 3 are solely for the benefit of the City and nothing contained in this Assignment shall alter any liability, indemnity or other contractual obligation as between SEH and Assignee.

4. City Consent to Assignment. Effective as of the Effective Date, City hereby consents to the Assignment and provided that no default has occurred under the Cooperation Agreement.

5. City's Right to Enforce. The Parties agree that the City may enforce its rights under the Cooperation Agreement against Assignee and SEH.

6. Indemnification. To the fullest extent permitted by law, SEH and Assignee 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, or willful misconduct of SEH or Assignee or their officials, officers, employees, subcontractors, consultants or agents in connection with this Assignment and Assignment Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

7. Attorney's Fees. If any Party commences an action against another Party, either legal, administrative, or otherwise, arising out of or in connection with this Assignment, 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.

8. Entire Agreement. This Assignment Agreement represents the final and entire agreement between the parties in connection with the subject matter hereof, and may not be modified except

by a written agreement signed by the City, SEH, and [ASSIGNEE].

9. Governing Law. This Assignment Agreement has been prepared, negotiated, and executed in, and shall be construed in accordance with, the laws of the State of California, without regard to conflict of law rules. Venue for any litigation concerning this Assignment Agreement shall be in Orange County, California.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement as of the date first above written.

CITY:

CITY OF STANTON

a California municipal corporation

By: _____

SEH:

STANTON ENERGY HOLDCO,
LLC

a Delaware limited liability company

By: _____

Name: _____

Its: _____

ATTEST:

City Clerk

ASSIGNEE:

a _____

By: _____

Name: _____

Its: _____

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

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

WITNESS my hand and official seal.

(Seal)

Signature of Notary Public

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

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

WITNESS my hand and official seal.

(Seal)

Signature of Notary Public