



**NOTICE AND CALL
CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY
SPECIAL MEETING**

TO THE MEMBERS OF THE CITY COUNCIL / SUCCESSOR AGENCY / STANTON HOUSING AUTHORITY FOR THE CITY OF STANTON AND TO THE CITY CLERK / SECRETARY:

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council / Successor Agency / Stanton Housing Authority for the City of Stanton is hereby called by the Mayor / Chairman, to be held on November 28, 2023, commencing at 5:30 p.m. at 7800 Katella Avenue, Stanton, CA 90680 and Teleconference Location: 2820 Marlin Court, Punta Gorda, FL 33950 (Government Code Section 54953).

The Agenda for the Special Meeting is attached to this Notice and Call.

Dated: November 22, 2023

s/ Patricia A. Vazquez, City Clerk / Secretary

PUBLIC ACCESS IN-PERSON AND VIA TELECONFERENCE
(Electronically / Telephonically)

Attendance by the members of the public may view the meeting live in one of the following ways:

- Attend in person - City Council Chambers: 7800 Katella Avenue, California 90680.
- Via Teleconference (electronically / telephonically) - Zoom:

In order to join the meeting via telephone please follow the steps below:

1. Dial the following phone number +1 (669) 444-9171 (US).
2. Dial in the following **Meeting ID: (892 0984 8019)** to be connected to the meeting.

In order to join the meeting via electronic device please utilize the Zoom URL link below:

- <https://us02web.zoom.us/j/89209848019?pwd=SmdhSWlYUFlXejVMZmpXNUcyTzhNQOT09>

ANY MEMBER OF THE PUBLIC WISHING TO PROVIDE PUBLIC COMMENT FOR ANY ITEM ON THE AGENDA MAY DO SO AS FOLLOWS:

- Attend in person and complete and submit a request to speak card to the City Clerk.
- E-Mail your comments to Pvazquez@StantonCA.gov with the subject line "PUBLIC COMMENT ITEM #" *(insert the item number relevant to your comment)*. Comments received no later than 5:00 p.m. before the scheduled meeting will be compiled, provided to the City Council, and made available to the public before the start of the meeting. Staff will not read e-mailed comments at the meeting. However, the official record will include all e-mailed comments received until the close of the meeting.

Should you have any questions related to participation in the City Council Meeting, please contact the City Clerk's Office at (714) 890-4245 or via e-mail at Pvazquez@StantonCA.gov.

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 PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ARRANGEMENTS TO ENSURE ACCESSIBILITY TO THIS MEETING.



AGENDA
CITY COUNCIL/SUCCESSOR AGENCY/STANTON HOUSING AUTHORITY
SPECIAL & JOINT REGULAR MEETING
STANTON CITY HALL, 7800 KATELLA AVENUE, STANTON, CA
Teleconference Location: 2820 Marlin Court, Punta Gorda, FL 33950

TUESDAY, NOVEMBER 28, 2023
SPECIAL CLOSED SESSION - 5:30 P.M.
JOINT REGULAR SESSION - 6:30 P.M.

PUBLIC ACCESS IN-PERSON AND VIA TELECONFERENCE
(Electronically / Telephonically)

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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 or via e-mail at Pvazquez@StantonCA.gov. Notification 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.StantonCA.gov.

1. CLOSED SESSION (5:30 PM)

- 2. ROLL CALL** Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Torres
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairperson Van
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

4B. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Government Code § 54956.9

Number of cases: 1

Case Name: John Doe v. Doe 2, City of Stanton, et al, County of Orange Superior Court
Case No. 30-2022-01295559-CU-PO-NJC

4C. CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION

Pursuant to Government Code section 54956.9(d)(1)

Number of cases: 1

Case Name: Tina Pacific Residents Association, et al. v. City of Stanton
Case Number: OCSC 39-2023-01316300-CU-WM-CXC

- 5. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING (6:30 PM)**

- 6. **ROLL CALL** Council / Agency / Authority Member Taylor
Council / Agency / Authority Member Torres
Council / Agency / Authority Member Warren
Mayor Pro Tem / Vice Chairperson Van
Mayor / Chairman Shawver

7. **PLEDGE OF ALLEGIANCE**

8. **SPECIAL PRESENTATIONS AND AWARDS**

Presentation by America On Track, sharing their mission with the City Council and providing information on their current operations.

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 October 20, 2023 – November 2, 2023, in the amount of \$753,144.61.

9C. APPROVAL OF MINUTES

City Council/Successor Agency/Housing Authority approve Minutes of Special & Joint Regular Meeting – November 14, 2023.

9D. EXTEND THE CITY’S DEADLINE TO ESTABLISH ONLINE PERMITTING SYSTEM IN COMPLIANCE WITH ASSEMBLY BILL 2234 (AB 2234)

California Assembly Bill 2234 established several requirements for the review and processing of post-entitlement permit applications. “Post-entitlement” refers to any project that required a public hearing before the Planning Commission to obtain approval of a development before seeking permits to begin construction. One requirement established by this bill was the implementation of an online permitting system. The City’s current permitting system does not have the capability to issue permits online and there is no cost-effective way to alter the existing system to comply with this requirement. As a result, staff is seeking to extend the deadline for compliance with this requirement to January 1, 2026 as allowed under the provisions of AB 2234. The extension will allow staff to complete a procurement process so that a compliant and cost-effective online permitting system can be acquired.

RECOMMENDED ACTION:

1. City Council declare that the project is exempt from the California Environmental Quality Act (“CEQA”) under Section 15060(c)(2) and 15060(c)(3); and
2. Adopt Resolution No. 2023-29, which will extend the City’s deadline to establish an online permitting system for post-entitlement phase permits to January 1, 2026, entitled:

“A RESOLUTION OF THE CITY COUNCIL OF THE CITY STANTON, CALIFORNIA EXTENDING THE DEADLINE TO ESTABLISH AN ONLINE PERMITTING SYSTEM FOR POST-ENTITLEMENT PHASE PERMITS UNDER CALIFORNIA GOVERNMENT CODE SECTION 65913.3.5 (AB 2234).”

9E. AWARD OF CONSTRUCTION CONTRACT FOR THE STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT (TASK CODE NO. 2022-205)

Two bids for the Stanton Central Park Shade Structure Installation Project were opened on October 31, 2023. Based on the post-bid analysis of the bids received, staff has determined the bid submitted by R.E. Schultz Construction, Inc. to be the lowest responsible and responsive bid at \$42,950.

RECOMMENDED ACTION:

1. City Council declare this project is exempt from the California Environmental Quality Act (“CEQA”), Class 1, Section 15301 as a minor exterior alteration of an existing public facility and Class 3, Section 15303 as construction of an accessory structure; and
2. Award a construction contract for the Stanton Central Park Shade Structure Installation Project to R.E. Schultz Construction, Inc. for the bid amount of \$42,950 and reject all other bids; and
3. Authorize the City Manager to bind the City of Stanton and R.E. Schultz Construction, Inc. in a contract for the construction of the Stanton Central Park Shade Structure Installation Project (Task Code No. 2022-205); and
4. Authorize the City Manager to approve contract changes in an amount not-to-exceed ten percent of the bid amount (\$4,295).

9F. AWARD OF CONSTRUCTION CONTRACT FOR THE CERRITOS AVENUE RESURFACING PROJECT AND APPROPRIATION OF FUNDS

Seven bids for the Cerritos Avenue Resurfacing Project were opened on October 31, 2023. Based on the post-bid analysis of the bids received, staff has determined the bid submitted by Hardy & Harper, Inc. to be the lowest responsible and responsive bid at \$854,000.

Including construction costs, a 10% contingency, and inspection costs, the total project is estimated at \$960,000. The current project budget is \$930,000. This project was to be partially funded by the 2021 Pavement Management Relief Funding (PMRF) Program in the amount of \$200,000. Staff submitted the necessary documents to Caltrans required to secure funding. Unfortunately, due to the debt ceiling compromise earlier this year, PMRF Program funding that did not get obligated by Caltrans at that time was subject to rescission. As such, approximately 24 Orange County local agencies were not able to secure the PMRF Program funds as well. Staff is requesting an appropriation of \$200,000 from the City’s Gas Tax Fund (Fund #210) and \$30,000 from the RMRA Fund (#215) to fund the remainder of the project costs.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act (“CEQA”), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing public structures; and
2. Award a construction contract for the Cerritos Avenue Resurfacing Project to Hardy & Harper, Inc. for the bid amount of \$854,000 and reject all other bids; and

3. Authorize the City Manager to bind the City of Stanton and Hardy & Harper, Inc. in a contract for the construction of the Cerritos Avenue Resurfacing Project; and
4. Authorize the City Manager to approve contract changes, in an amount not-to-exceed ten percent of the bid amount (\$85,400); and
5. Eliminate the \$200,000 appropriation from the Other Grants Fund (#227) for the withdrawn grant funding; and
6. Appropriate a total of \$200,000 from the Gas Tax Fund (#211) and \$30,000 from the RMRA Fund (#215) to increase the Cerritos Avenue Resurfacing Project (Task Code No. 2024-104) budget to \$960,000.

9G. AWARD OF CONSTRUCTION CONTRACT FOR THE STANFORD AVENUE STORM DRAIN REPAIR PROJECT (TASK CODE NO. 2024-802)

The Open-Market Bid (AKA Informal Bid) process is being used for this public project. Three (3) proposals for the Stanford Avenue Storm Drain Repair Project were received to repair the storm drain lines at Beach Boulevard and Stanford Avenue. Based on the lowest proposal received, staff recommends a construction contract to be awarded to Tunnelworks Services, Inc., in the amount of \$47,867.50.

RECOMMENDED ACTION:

1. City Council declare that this project is exempt from the California Environmental Quality Act (“CEQA”), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing public structures; and
2. Award a construction contract for the Stanford Avenue Storm Drain Repair Project to Tunnelworks Services, Inc. for the proposal amount of \$47,867.50; and
3. Authorize the City Manager to bind the City of Stanton and Tunnelworks Services, Inc. in a contract for the construction of the Stanford Avenue Storm Drain Repair Project (Task Code No. 2024-802); and
4. Authorize the City Manager to approve contract changes, not to exceed ten percent of the proposal amount (\$4,786).

9H. THIRD AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH WILLDAN FINANCIAL SERVICES FOR THE PREPARATION OF AN OVERHEAD COST ALLOCATION PLAN AND COMPREHENSIVE USER FEE STUDY

The City Council will consider approving the Third Amendment to the Professional Services Agreement (“Agreement”) with Willdan Financial Services (“Willdan”) for the preparation of an overhead cost allocation plan and comprehensive user fee study. The Third Amendment increases the total not-to-exceed compensation amount by \$5,200 from \$34,680 to \$39,880 (Attachment A). Willdan’s original Agreement was approved by the City Council on January 12, 2021. Willdan used the City’s Fiscal Year 2021/22 Adopted Budget to complete the overhead cost allocation plan and the City’s estimated actual cost for services to calculate appropriate user fees. Due to the delay in completing the project based upon staff turnover, staff recommends updating the calculations to reflect the City’s Fiscal Year 2023/24 Adopted Budget. The cost to update is \$5,200.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with Willdan for the preparation of an overhead cost allocation plan and a comprehensive user fee study.

9I. APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR BUSINESS LICENSE TAX ADMINISTRATION SERVICES AND BUSINESS LICENSE TAX ORDINANCE AND FEE STUDY (HINDERLITER, DE LLAMAS, AND ASSOCIATES)

The City Council will consider approving a professional services agreement with Hinderliter, de Llamas and Associates (“HdL”) for Business License Tax Administration Services and Business License Tax Ordinance and Fee Study. Procurement of these professional services will promote enhanced customer service by providing 24 hours a day, 7 days a week online processing of business license applications and renewals through HdL’s proprietary software and database. Staff has investigated other firms and has not found any comparable companies offering the desired comprehensive services and as such is requesting sole source procurement as provided for in the City’s Purchasing Manual.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Waive the competitive procurement process since only one known supplier has been identified and allow for the sole source procurement of professional services; and
3. Authorize the City Manager to enter into an agreement with Hinderliter, de Llamas and Associates to provide Business License Tax Administration Services for an initial term through June 30, 2027, with two additional one-year term extensions; and to conduct a one-time Business License Tax Ordinance and Fee Study, in a form approved by the City Attorney.

END OF CONSENT CALENDAR

10. PUBLIC HEARINGS

10A. APPROVE RESOLUTION TO RECEIVE AND FILE FISCAL YEAR 2022/23 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 66000, ET. SEQ.

The Fiscal Year 2022/23 Annual Financial Report of Development Impact Fees (“Fiscal Year 2022/23 Development Impact Fee Report”) is hereby provided to City Council in Attachment A to this staff report as required by California Government Code Section 66006, which was enacted by Assembly Bill No. 1600 (AB 1600). All development impact fees that have been collected, including interest earned on the fees, have been spent or have been earmarked for spending as of June 30, 2023. Consequently, there are no funds that are required by California Government Code Section 66006 to be refunded to property owners. Attachment A (pages 14-16) includes Resolution No. 2023-28 to approve the receipt and filing of the Fiscal Year 2022/23 Development Impact Fee Report and certain findings the California Government Code requires the City Council to affirm.

RECOMMENDED ACTION:

1. City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and

2. Approve Resolution No. 2023-28 to receive and file the Fiscal Year 2022/23 Development Impact Fee Report and make certain findings pursuant to Government Code Section 66006; entitled:

“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO RECEIVE AND FILE THE FISCAL YEAR 2022/23 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq.”.

11. UNFINISHED BUSINESS

11A. APPROVAL OF ORDINANCE NO. 1135

This Ordinance was introduced at the regular City Council meeting of October 24, 2023.

RECOMMENDED ACTION:

1. City Clerk read the title of Ordinance No. 1135, entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 12.08.450 TO AND AMENDING SECTIONS 12.08.010 AND 12.12.010 OF THE CITY’S MUNICIPAL CODE, REPEALING THE CITY’S ADMINISTRATIVE POLICY NO. VI-1-1, AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)”; and

2. City Council adopt Ordinance No. 1135.

11B. BROADCASTING CITY COUNCIL MEETINGS

At its meeting of October 11, 2022, City Council directed staff to proceed with a 12-month pilot program to live stream City Council meetings on the Zoom virtual meeting platform and to report back to the City Council at the end of the pilot program with participation data.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide input/direction to staff on the continuation of televising/broadcasting City Council meetings.

12. NEW BUSINESS

12A. CITY COUNCIL RECOGNITION AND PROCEDURES POLICY FOR THE PRESENTATION OF CITY PROCLAMATIONS AND RECOGNITION AWARDS

Staff requests that the City Council review and consider the proposed policy and procedures for the presentation of City proclamations, certificates, and recognition awards. The purpose of this proposed policy is to formalize guidelines governing the presentation of proclamations, commendations, awards and other recognition documents or items by the City Council.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide input/direction on the proposed recognition and procedures policy; and
3. Consider approval of Administrative Policy II-2-7, “Presentation of City Proclamations, Certificates, and Recognition Awards Procedures,” as proposed, and allow the City Manager to update Administrative Policy II-2-7 as needed for clarifying purposes.

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.

- Members of the Public at the teleconference location. At this time members of the public at the teleconference location may address the City Council/Agency/Authority regarding any items within the subject matter jurisdiction of the City Council/Agency/Authority, provided that NO action may be taken on non-agenda items.
- Members of the public wishing to address the City Council/Agency/Authority during Oral Communications-Public or on a particular item from the teleconference location are requested to state their name and City of residence.
- When the Mayor/Chairman calls you to the phone/electronic device, a speaker's comments shall be limited to a three (3) minute aggregate time period on Oral Communications and Agenda Items.

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.**

15D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CAMPAIGN CONTRIBUTIONS AND LEVINE ACT (AB 1439)

At the November 14, 2023, City Council meeting, Council Member Taylor requested that this item be agendaized for discussion. Council Member Taylor is requesting to discuss conducting a review of the Campaign Contributions and Levine Act (AB 1439) and to address/discuss options that the City may review in regard to setting a City specific limit(s) and policy.

RECOMMENDED ACTION:

City Council provide direction to staff.

15E. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CREATION OF A RESOLUTION IN SUPPORT OF THE PALESTINIAN PEOPLE OF GAZA

At the November 14, 2023, City Council meeting, Council Member Torres requested that this item be agendaized for discussion. Council Member Torres is requesting to discuss the creation of a resolution in support of the Palestinian people of Gaza, call for a ceasefire in Israel and occupied Palestine, and that the resolution contain a summary of the conditions of the conflict.

RECOMMENDED ACTION:

City Council provide direction to staff.

15F. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING BUSINESS LICENSE COMPLIANCE

At the November 14, 2023, City Council meeting, Mayor Shawver requested that this item be agendaized for discussion. Mayor Shawver is requesting to discuss actions that the City may take to ensure that operating businesses with the City currently possess an active business license and what actions the City may take for those who are currently operating without an active business license.

RECOMMENDED ACTION:

City Council provide direction to staff.

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 22nd day of November, 2023.

s/ Patricia A. Vazquez, City Clerk/Secretary

Item: 9B

Click here to return to the agenda.

CITY OF STANTON ACCOUNTS PAYABLE REGISTER

October 20, 2023 - November 2, 2023

Electronic Transaction Nos.	2879-2906	\$	488,754.07
Check Nos.	137176-137212	\$	264,390.54

TOTAL		\$	753,144.61
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Demands listed on the attached registers conform to the City of Stanton Annual Budget as approved by the City Council.

/s/ Hannah Shin-Heydorn
City Manager

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

/s/ Michelle Bannigan
Finance Director

Accounts Payable

Checks by Date - Detail by Check Number

User: JRodriguez
Printed: 11/14/2023 9:29 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
2879	pub15477 PPE 10/07/2023	PUBLIC AGENCY RISK SHARING AUT. PARS - PPE 10/07/2023	10/20/2023	37.03
Total for Check Number 2879:				37.03
2880	abs16273 2020108415	ABSOLUTE SECURITY INTERNATION. Security for Hall Rentals on 9/3, 9/10, 9/17, 9/24	10/20/2023	1,219.78
Total for Check Number 2880:				1,219.78
2881	int1569 10/12/2023 10/12/2023	INTERNAL REVENUE SERVICE (ME) Medicare - City Share (FD) Federal Tax Withholding	10/20/2023	7.16 7.16
Total for Check Number 2881:				14.32
2882	soc2734 10/10/23 10/10/23 10/10/23	SO CAL EDISON Electric Service-Signals Sept Electric Service-Parks Sept Electric Service-Building Sept	10/20/2023	1,301.02 1,528.04 3,695.25
Total for Check Number 2882:				6,524.31
2883	rec16138 51883606 59313064 59649979 60139375 60149049 60154905 60490072 60738227	RECTRAC REFUNDS 51883606/Civic Banquet Hall/10/21/23/Sarah Ja 59313604/SCP Picnic Shelter/10/22/23/Minh Hii 59649979/SCP Picnic Shelter/10/21/23/Natalie F 60139375/SCP Multi Purpose Room/10/21/23/Jt 60149049/SCP Picnic Shelter/10/21/23/Poj Sirih 60154905/SCP Multi Purpose Room/10/22/23/A 60490072/SCP Picnic Shelter/10/22/23/Leon Ng 60738227/SCP Picnic Shelter/10/22/23/Andrea J	10/25/2023	500.00 150.00 150.00 200.00 100.00 300.00 150.00 150.00
Total for Check Number 2883:				1,700.00
2884	GOL1321 October 03 October 03	GOLDEN STATE WATER COMPANY Water Services Median Aug 31 - Sept 29 Water Services Median Aug 31 - Sept 29	10/25/2023	410.67 336.40
Total for Check Number 2884:				747.07
2885	OCA2137 SH 66582	COUNTY OF ORANGE TREASURER- T. AFIS (Fingerprinting) October 2023	10/25/2023	1,425.00
Total for Check Number 2885:				1,425.00
2886	BEN15755 13465 13465 13465	BENEFIT COORDINATORS CORPORAT September deductions for October 2023 October 2023 Prism Disability Ins - City October 2023 Prism Life Ins - City	10/25/2023	689.20 2,667.35 475.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 2886:	3,831.75
2887	HOP16467 2023-0022	HOPE CENTER OF ORANGE COUNTY North OC Regional Outreach & Engagement Svc	10/25/2023	195,658.51
			Total for Check Number 2887:	195,658.51
2888	gol1321 October 25	GOLDEN STATE WATER COMPANY 9/5/23-10/3/23 Water Services Park October 04	10/26/2023	414.00
			Total for Check Number 2888:	414.00
2889	oca2137 SH 66528 SH 66817	COUNTY OF ORANGE TREASURER- T. Sheriff Contract Svcs. (Pilot Prog./Homeless Lia Sheriff Contract Svcs. (Pilot Prog./Homeless Lia	10/26/2023	25,278.00 38,922.38
			Total for Check Number 2889:	64,200.38
2890	gol1321 October 26 October 26 October 26 October 26 October 26 October 26	GOLDEN STATE WATER COMPANY 9/6/23-10/4/23 Water Services Median 9/7/23-10/4/23 Water Services Park Sep 1 - Oct 2 Water Services Housing Authority 9/6/23-10/4/23 Water Services Building 9/6/23-10/4/23 Water Services Park 9/7/23-10/4/23 Water Services Median	10/27/2023	155.72 736.92 3,911.40 457.80 600.43 608.68
			Total for Check Number 2890:	6,470.95
2891	pub15477 PPE 10/21/2023	PUBLIC AGENCY RISK SHARING AUT. PARS - PPE 10/21/2023	10/27/2023	1,455.31
			Total for Check Number 2891:	1,455.31
2892	mis16496 PPE 10/21/2023	MISSIONSQUARE PPE 10/21/2023 - #302393	10/27/2023	2,165.00
			Total for Check Number 2892:	2,165.00
2893	int1569 10/12/2023 10/12/2023 10/12/2023	INTERNAL REVENUE SERVICE (ME) Medicare - City Share (MC) Medicare - Employee Share (FD) Federal Tax Withholding	10/27/2023	2,659.20 2,575.32 19,041.76
			Total for Check Number 2893:	24,276.28
2894	ben15755 B0BMHC B0BMHC	BENEFIT COORDINATORS CORPORAT November 2023 Delta Dental-Employee Share November 2023 Delta Dental-City Share	10/27/2023	255.68 1,829.42
			Total for Check Number 2894:	2,085.10
2895	met12565 Nov-23 Nov-23	METLIFE SBC November 23 Metlife Dental - Employee Share November 23 Metlife Dental - City Share	10/27/2023	30.76 131.78
			Total for Check Number 2895:	162.54
2896	VSP13387 819050618 819050618	VISION SERVICE PLAN - (CA) November 2023 Health Ins-Employee VSP November 2023 Health Ins-Employer VSP	10/27/2023	57.14 477.61

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 2896:	534.75
2897	edd1067	EDD	10/27/2023	
	10/12/2023	State Tax Withholding		7,180.98
	10/12/2023	State Unemployment		48.52
			Total for Check Number 2897:	7,229.50
2898	gol1321	GOLDEN STATE WATER COMPANY	10/30/2023	
	October 27	9/8/23-10/5/23 Water Services Park		36.54
			Total for Check Number 2898:	36.54
2899	cas683	CA ST PERS-HEALTH BENEFIT	10/30/2023	
	Nov-23	Nov 23 Retiree Insurance		3,225.00
	Nov-23	Nov 23 Health Ins-City Share		33,540.50
	Nov-23	Nov 23 Adm Services Health Ins		25.03
	Nov-23	Nov 23 Adm Services - Retiree		122.92
	Nov-23	Nov 23 Health Ins-Employee		4,870.72
			Total for Check Number 2899:	41,784.17
2900	CAS680	CA ST PERS 103	10/30/2023	
	PPE 10/21/2023	PERS - Employee New T3		5,822.13
	PPE 10/21/2023	PERS - City's Share T1		3,312.21
	PPE 10/21/2023	PERS - Survivor Classic T2		8.37
	PPE 10/21/2023	PERS - City's Share - New T3		5,769.59
	PPE 10/21/2023	PERS - City's Share - Classic T2		5,747.01
	PPE 10/21/2023	PERS - Survivor (Employee) T1		7.44
	PPE 10/21/2023	PERS - Employee Classic T2		3,983.06
	PPE 10/21/2023	PERS - Employee's Share T1		1,859.30
	PPE 10/21/2023	PERS - Employee Buy Back		49.69
	PPE 10/21/2023	PERS - Survivor New T3		26.04
			Total for Check Number 2900:	26,584.84
2901	afl187	AFLAC-FLEX ONE	10/31/2023	
	553279	October 23 Employee (Aflac)		266.10
	553279	October 23 Employee (Life Ins & Disability Ins)		149.41
			Total for Check Number 2901:	415.51
2902	soc2734	SO CAL EDISON	10/31/2023	
	10/24/23	Electric Service-Medians Oct		24.32
	10/24/23	Stanton District Light Oct		73.05
	10/24/23	Electric Service-Building Oct		11,068.72
			Total for Check Number 2902:	11,166.09
2903	OCA2137	COUNTY OF ORANGE TREASURER- T	11/01/2023	
	STCS002411	800 MHz 2nd Quarter St0 Oct-Dec FY 23/24		10,182.25
			Total for Check Number 2903:	10,182.25
2904	BES12575	BEST BEST & KRIEGER LLP	11/01/2023	
	977881	General Fees thru 09-30-2023		15,948.00
	977883	Code Enforcement Fees thru 09-30-2023		10,436.41
	977884	OCSD/ Polic Fees thru 09-30-2023		18,823.43
	977886	Labor & Unemployment thru 09-30-2023		982.70
	977887	General Fees thru 09-30-2023		95.10
	977888	Labor & Unemployment thru 09-30-2023 (Matte		6,452.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	977890	General Fees thru 09-30-2023		1,965.40
	977891	Tina/ Pacific Development Fees thru 09-30-2023		21.13
	977891	Tina/ Pacific Development Fees thru 09-30-2023		21.14
	977891	Tina/ Pacific Development Fees thru 09-30-2023		21.13
	977892	DFN 19-0121 Fees thru 09-30-2023 (Tina/ Pacif		63.40
	977893	DFN 19-0121 Fees thru 09-30-2023 (Tina/ Pacif		22,524.19
			Total for Check Number 2904:	77,354.93
2905	GOL1321 November 01	GOLDEN STATE WATER COMPANY 8/9/23-10/11/23 Water Services Median October	11/02/2023	118.16
			Total for Check Number 2905:	118.16
2906	REC16138	RECTRAC REFUNDS	11/02/2023	
	58682433	Deposit Refund/Kristine Ranchez/SCP Picnic Sh		100.00
	59189497	Refund for Ice Skating for Tots/Rawan Saleh/59		60.00
	59689416	Deposit Refund/Karen Rodriguez/SCP Picnic Sh		100.00
	59951983	Deposit Refund/Andy Nguyen/Civic Banquet H		400.00
	60472081	Deposit Refund/Marai Atancio/SCP Picnic Shelt		150.00
	60544997	Deposit Refund/Alysha Martinez/Civic Banquet		150.00
			Total for Check Number 2906:	960.00
137176	ANA16749 9/3/23	ANAHEIM HOUSING AUTHORITY Emergency Assistance - Rental & Late Fee for C	10/30/2023	797.00
			Total for Check Number 137176:	797.00
137177	all228 88485	ALL CITY MANAGEMENT SVCS, INC. School Crossing Guard Services- 10/10/23-10/14	11/02/2023	2,358.72
			Total for Check Number 137177:	2,358.72
137178	att377 10/23/2023 10/23/2023	AT&T Cerritos Intercon- Oct DMV Access Line-Oct	11/02/2023	185.69 51.23
			Total for Check Number 137178:	236.92
137179	AUT12223 4072977139	AUTOZONE INC. Parts for fleet repair	11/02/2023	17.42
			Total for Check Number 137179:	17.42
137180	BOY13501 2086B	BOYS & GIRLS CLUBS OF GARDEN GI Contractual Services (FaCT) Boys & Girls Club	11/02/2023	1,296.32
			Total for Check Number 137180:	1,296.32
137181	CRI13190 24542	C.R.I ELECTRIC, INC Fix lights at FRC	11/02/2023	270.00
			Total for Check Number 137181:	270.00
137182	c3o13388 INV167236 INV167236	C3 TECHNOLOGY SERVICES Sharp Copiers/All Facilities/Rental/Supplies 10/6 Sharp Copiers/All Facilities/Maintenance 9/9/23	11/02/2023	1,679.00 1,641.77
			Total for Check Number 137182:	3,320.77
137183	CAS662	CA ST DEPT OF JUSTICE	11/02/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	687321	SEP2023/ FINGERPRINTS		49.00
Total for Check Number 137183:				49.00
137184	CAL12690 CY23 Q3 CY23 Q3	CALIFORNIA BUILDING STANDARDS 10% Local Government Retainer CBSC SD1473 Fee Q3 2023	11/02/2023	-24.30 243.00
Total for Check Number 137184:				218.70
137185	CSG16451 52807 52807 53132 53667 B231250 B231607 B231796 - Rev 1	CSG CONSULTANTS, INC. (Mark C.) Bldg Inspections 07/01/2023 - 07/28/2 (Cameron H.) Bldg Inspections 07/01/2023 - 07/ (Cameron H.) Bldg Inspections 07/29/2023 - 08/ (Cameron H.) Bldg Inspections 08/26/2023 - 09/ Building Plan Review Services 07/01/2023 - 07/ Building Plan Review Services 08/01/2023 - 08/ Building Plan Review Services 09/01/2023 - 09/	11/02/2023	220.00 13,860.00 17,028.00 19,206.00 12,365.15 9,358.53 5,871.39
Total for Check Number 137185:				77,909.07
137186	CAC563 CY23 Q3 CY23 Q3 CY23 Q3	DEPARTMENT OF CONSERVATION Category 1 SMIP Fee Q3 Category 2	11/02/2023	-21.65 621.07 -9.40
Total for Check Number 137186:				590.02
137187	FER14172 49	FERNWOOD MOBILE HOME PARK Lease Agreement for property along Stanton Cer	11/02/2023	2,575.00
Total for Check Number 137187:				2,575.00
137188	FLO15506 INV-22672	FLOCK SAFETY Flock camera #8 maintenance/ reinstall	11/02/2023	350.00
Total for Check Number 137188:				350.00
137189	FRI13695 FY2324-03FC	FRIENDLY CENTER, INC Contractual Services (FaCT) Friendly Center	11/02/2023	7,703.83
Total for Check Number 137189:				7,703.83
137190	GLD12301 18491	GOLDEN BELL PRODUCTS Treatment manhole to mitigate cockroaches in se	11/02/2023	9,990.50
Total for Check Number 137190:				9,990.50
137191	HIL1466 84914	HILL'S BROS LOCK & SAFE INC Service call - Sheriff lobby door	11/02/2023	114.00
Total for Check Number 137191:				114.00
137192	inf16720 1816 1817 1818	INFINITY TECHNOLOGIES PO# 1127/Managed IT& Helpdesk Support Svcs PO# 1129/Datto Data Backup Appliance 9/1/23 - PO# 1128/Datto Office365 Cloud Backup Svc/S	11/02/2023	9,780.00 24,000.00 285.75
Total for Check Number 137192:				34,065.75
137193	INT1579 FY2324-03STN	INTERVAL HOUSE Contractual Services (FaCT) Interval House	11/02/2023	1,359.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 137193:				1,359.75
137194	hun12150 STA1FOG12308 STA1MS412308	JOHN L. HUNTER & ASSOCIATES, INC FOG -Aug 2023 NPDES -Aug 2023	11/02/2023	7,794.00 4,323.20
Total for Check Number 137194:				12,117.20
137195	lif16289 59587374 61074678	LIFE CHRISTIAN CHURCH OF ORANG 59587374/SCP Multi Purpose Room/10/22/23/L 61074678/SCP Multi Purpose Room/10/17/23/L	11/02/2023	400.00 300.00
Total for Check Number 137195:				700.00
137196	PER16771 11001824	JOSE ALFREDO LOPEZ PEREZ Customer overpayment for citation #11001824 //	11/02/2023	31.00
Total for Check Number 137196:				31.00
137197	MAS16381 1023	MASTER JANITORIAL SERVICE, LLC City Janitorial Services - Oct	11/02/2023	5,635.90
Total for Check Number 137197:				5,635.90
137198	MSW16146 713	MSW CONSULTANTS, INC Consulting Services for SB 1383 compliance - Ju	11/02/2023	29,245.00
Total for Check Number 137198:				29,245.00
137199	ONW16569 7175 7175 7176	ONWARD ENGINEERING Inspection service for Orangewood Permit #22-2 Inspection service for 12200 Beach Blvd Permit Design FY2023/24 Citywide Street and Alley Re	11/02/2023	1,200.00 1,680.00 2,246.50
Total for Check Number 137199:				5,126.50
137200	COU11867 PW240196	COUNTY OF ORANGE COUNTY TREA- NPDES for FY 23/24 City's Share - for the Natic	11/02/2023	60,136.76
Total for Check Number 137200:				60,136.76
137201	PHA12971 54077	PARS AUG2023/ PARS/ Administrator Services	11/02/2023	487.59
Total for Check Number 137201:				487.59
137202	PSI11874 41931	PSI Parts for pressure washer	11/02/2023	9.23
Total for Check Number 137202:				9.23
137203	QUA2413 GC0011895 GC0011895	QUALITY CODE PUBLISHING Code Alert Monthly Fee 23/24 Website Maint/ Storage Fee 23/24	11/02/2023	300.00 480.00
Total for Check Number 137203:				780.00
137204	SOC12606 656438 656439	SO CAL INDUSTRIES Fence Rental for 10652 Bell St. - Nov Fence Rental for Magnolia and Tina Way - Nov	11/02/2023	59.11 603.27

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 137204:	662.38
137205	WAT13601 30803	SOUTHLAND AUTOMOTIVE WORKS Wheel alignment & replacement on 2022 Ford F	11/02/2023	639.51
			Total for Check Number 137205:	639.51
137206	spe14381 12363100123	SPECTRUM Cable Services / Oct-2023	11/02/2023	102.34
			Total for Check Number 137206:	102.34
137207	SPE15087 37325 37325	SPECTRUM SPECIALTIES & AWARDS Public safety/ winter wear HOC/ shoes/ winter wear	11/02/2023	297.39 720.85
			Total for Check Number 137207:	1,018.24
137208	tpx16519 174720784-0 174720784-0	U.S. TELEPACIFIC CORP PO# 1103/Unified-Communications-as-a-Service PO# 1087/Firewall mangement Svcs/Oct-2023	11/02/2023	2,174.39 1,340.72
			Total for Check Number 137208:	3,515.11
137209	VAL16769 60728733 60938637	ROBERT VALENCIA Refund for field cancellation // Robert Valencia Refund for field cancellation // Robert Valencia	11/02/2023	100.00 85.00
			Total for Check Number 137209:	185.00
137210	VIS3077 2023-203749-00 2023-204316-00 2023-204317-00	VISTA PAINT CORP Graffiti supplies Graffiti supplies Graffiti supplies	11/02/2023	14.29 9.11 9.11
			Total for Check Number 137210:	32.51
137211	WAG13143 INV5783618 INV5783618	WAGEWORKS, INC OCT2023/ Compliance Fee OCT2023/ Administration Fee	11/02/2023	50.00 66.00
			Total for Check Number 137211:	116.00
137212	yun16677 5610000321	YUNEX LLC Traffic Signal Response call out for August	11/02/2023	627.50
			Total for Check Number 137212:	627.50
			Report Total (65 checks):	753,144.61

MINUTES OF THE CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY
OF THE CITY OF STANTON
JOINT REGULAR MEETING NOVEMBER 14, 2023

1. **CLOSED SESSION** None.

2. **CALL TO ORDER STANTON CITY COUNCIL / SUCCESSOR AGENCY / HOUSING AUTHORITY JOINT REGULAR MEETING**

The City Council / Successor Agency / Housing Authority meeting was called to order at 6:30 p.m. by Mayor Shawver.

3. **PLEDGE OF ALLEGIANCE**

Led by Ms. HongDao Nguyen, City Attorney.

4. **ROLL CALL**

Present: Council/Agency/Authority Member Taylor, Council/Agency/Authority Member Torres, Council/Agency/Authority Member Warren, Mayor Pro Tem/Vice Chairperson Van, and Mayor/Chairman Shawver.

Absent: None.

Excused: None.

5. **SPECIAL PRESENTATIONS AND AWARDS**

Presentation by Mr. Wealthy Villariasa, Director Radiation Oncology, City of Hope Orange County, Irvine Cancer Center, sharing their mission with the City Council and providing information on their current operations.

6. **CONSENT CALENDAR**

Mayor Shawver requested to pull item 6H from the consent calendar for separate discussion.

Motion/Second: Warren/Taylor

ROLL CALL VOTE:	Council/Agency/Authority Member Taylor	AYE
	Council/Agency/Authority Member Torres	AYE
	Council/Agency/Authority Member Warren	AYE
	Mayor Pro Tem/Vice Chairperson Van	AYE
	Mayor/Chairman Shawver	AYE

Motion unanimously carried:

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CONSENT CALENDAR

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

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

6B. APPROVAL OF WARRANTS

The City Council approved demand warrants dated October 5, 2023 – October 19, 2023, in the amount of \$1,680,415.34.

6C. APPROVAL OF MINUTES

The City Council/Successor Agency/Housing Authority approved Minutes of Joint Special and Regular Meeting – October 24, 2023.

6D. SEPTEMBER 2023 INVESTMENT REPORT

The Investment Report as of September 30, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of September 2023.

6E. SEPTEMBER 2023 INVESTMENT REPORT (SUCCESSOR AGENCY)

The Investment Report as of September 30, 2023, has been prepared in accordance with the City's Investment Policy and California Government Code Section 53646.

1. The Successor Agency finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the Investment Report for the month of September 2023.

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6F. SEPTEMBER 2023 GENERAL FUND REVENUE AND EXPENDITURE REPORT; HOUSING AUTHORITY REVENUE AND EXPENDITURE REPORT; AND STATUS OF CAPITAL IMPROVEMENT PROGRAM

The Revenue and Expenditure Report for the month ended September 30, 2023, has been provided to the City Manager in accordance with Stanton Municipal Code Section 2.20.080 (D) and is being provided to City Council. This report includes information for both the City's General Fund and the Housing Authority Fund. In addition, this report includes a status of the City's Capital Improvement Projects (CIP) as of September 30, 2023. The figures reported represent preliminary figures through September 30, 2023. The fiscal year end closing process is still in progress and the final figures are pending completion of the City's annual financial statement audit.

1. The City Council finds that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Received and filed the General Fund and Housing Authority Fund's September 2023 Revenue and Expenditure Report and Status of Capital Improvement Projects for the month ended September 30, 2023.

6G. PROFESSIONAL SERVICES AGREEMENT FOR SPLASH PAD MAINTENANCE

As the current contract is set to expire on November 30, 2023, City staff released a Request for Proposal (RFP) soliciting proposals to provide professional splash pad maintenance services at Stanton Central Park and Harry M. Dotson Park. Staff recommends awarding a contract to HASA, Inc. DBA Commercial Aquatic Services.

1. The City Council declared this action to be categorically exempt under the California Environmental Quality Act, since the action herein does not constitute a "project" as defined by Section 15378 of the CEQA guidelines; and
2. Awarded a contract to HASA, Inc. DBA Commercial Aquatic Services to provide professional splash pad maintenance and repair services for a maximum contract amount of \$10,000 annually, excluding CPI adjustments as provided for in the Professional Services Agreement; and
3. Authorized the City Manager to bind the City of Stanton and HASA Inc. DBA Commercial Aquatics Services in a contract to provide the services; and
4. Authorized the City Manager to approve a contingency in the amount of \$5,000 per year to HASA Inc. DBA Commercial Aquatics Services.

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6I. CITY SPONSORSHIP REQUEST – YOUTH ASSISTANCE FOUNDATION, SANTA’S SIREN EVENT

Per the City Sponsorship Program, the Youth Assistance Foundation is requesting co-sponsorship of the Santa’s Siren event held throughout the City. The sponsorship request is for in-kind consideration valued at \$499.

1. The City Council declared this project to be categorically exempt under the California Environmental Quality Act, Class 1, Section 15301c; and
2. Determined the status of the Youth Assistance Foundation’s sponsorship request for a total in-kind value of \$499.

END OF CONSENT CALENDAR

6H. FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH INTERWEST FOR PREPARATION OF RELOCATION PLAN AND IMPLEMENTATION OF PERMANENT AND TEMPORARY RELOCATION SERVICES FOR CITY PROPERTIES AT THE TINA/PACIFIC NEIGHBORHOOD

The City Council will consider approving the First Amendment to the Professional Services Agreement with Interwest for preparation of a relocation plan and implementation of permanent and temporary relocation services. The First Amendment increases the not-to-exceed compensation amount from \$40,000 to \$243,000. The original agreement’s compensation amount was intended to solely cover costs related to emergency relocation services during a consultant staffing transition period, while the proposed amount covers all services related to the relocation of City properties at the Tina/Pacific neighborhood.

Motion/Second: Shawver/Taylor
Motion carried by the following vote:

AYES: 5 (Shawver, Taylor, Torres, Van, Warren)
NOES: None
ABSTAIN: None
ABSENT: None

Motion unanimously carried:

1. The City Council declared that this item is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Sections 15060(c)(2) and 15060(c)(3); and

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2. Waived the competitive procurement process since only one known supplier has been identified and allowed for the sole source procurement of professional services; and
3. Authorized the City Manager to enter into a First Amendment to the Professional Services Agreement with Interwest for preparation of a relocation plan and implementation of permanent and temporary relocation services in a form approved by the City Attorney.

7. **PUBLIC HEARINGS** None.

8. **UNFINISHED BUSINESS** None.

9. **NEW BUSINESS**

9A. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ESTABLISHING PROTECTIONS ON NEWLY PAVED STREETS**

This Ordinance establishes protections on newly paved streets.

Staff report by Mr. Cesar Rangel, Public Works Director / City Engineer.

Motion/Second: Shawver/Taylor

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

Motion unanimously carried:

1. The City Council finds the proposed Ordinance not subject to the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines section 15060(c)(2), 15061(b)(3), and 15378(b)(5); and
2. Conducted the first reading of Ordinance No. 1135 entitled:

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 12.08.450 TO AND AMENDING SECTIONS 12.08.010 AND 12.12.010 OF THE CITY’S MUNICIPAL CODE, REPEALING THE CITY’S ADMINISTRATIVE POLICY NO. VI-1-1, AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)”; and

3. Set November 28, 2023 as the date for second reading of Ordinance No. 1135.

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10. **ORAL COMMUNICATION** None.

11. **WRITTEN COMMUNICATIONS** None.

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

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

- Council Member Torres expressed his gratitude to the Orange County Sheriff's Department during his most recent need for their assistance.
- Mayor Pro Tem Van reported on the Orange County Public Library's In-N-Out Cover to Cover Club in which children who read five books or 300 minutes will earn a free In-N-Out hamburger or cheeseburger, participating children will receive a reading log to keep track of the books and minutes they read.
- Council Member Taylor reported on his participation on a ride-a-long with the Orange County Sheriff's Department, expressed his gratitude to the Sheriff's Deputies, and encouraged staff, council, and residents to participate on a ride-a-long of their own.
- Council Member Warren expressed her gratitude to the Orange County Sheriff's Department on their most recent response efforts to an incident within a nearby neighborhood.
- Council Member Warren reported on her attendance at the City's annual Veteran's Day Ceremony event in honor of the men and women in our community that have served or are serving in the U.S. Armed Forces, which was held on November 11, 2023, at Stanton City Hall and expressed her gratitude to City staff on a well hosted event.
- Council Member Warren reported on her, Mayor Pro Tem Van, and Mayor Shawver's attendance at the Orange County Sanitation Districts State of the District event, which was held on October 27, 2023.
- Mayor Shawver reported on an upcoming drive through food, holiday turkey, and diaper distribution event, which is scheduled to be held on November 18, 2023 at Stanton Park.
- Mayor Shawver reported on his attendance at Supervisor Doug Chaffee's 5th Annual Kindness Awards 2023, which commended those who have displayed exceptional kindness or community service in the fourth district of Orange County, held on November 13, 2023 and congratulated Stanton's honoree Ms. Lorena Flores who has been regarded as being dedicated to engaging her community with their local representatives and promoting civic engagement, along with her work connecting the community with the government so they can stay engaged and make meaningful changes.

Joint Regular Meeting – November 14, 2023 - Page 6 of 9

**THESE MINUTES ARE ISSUED FOR INFORMATION ONLY AND ARE SUBJECT TO
AMENDMENT AND APPROVAL AT NEXT MEETING**

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- Mayor Shawver reported on the upcoming Annual Harry's Cafe Thanksgiving Dinner event, which is scheduled to be held on November 23, 2023 at Harry's Café on Katella Avenue from 1-5 PM.
- Mayor Shawver reported that he is in the process of preparing to host a Public Safety Services appreciation luncheon, details to follow.

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

- Council Member Taylor requested to agendize discussion regarding conducting a review of the Campaign Contributions and Levine Act (AB 1439) and to address options that the City may review in regards to setting a City specific limit(s) and policy.
- Council Member Torres requested to agendize discussion regarding the creation of a resolution in support of the Palestinian people of Gaza, call for a ceasefire in Israel and occupied Palestine, and that the resolution contain a summary of the conditions of the conflict.
- Mayor Shawver requested to agendize discussion regarding actions that the City may take to ensure that operating businesses with the City currently possess an active business license and what actions the City may take for those who are currently operating without an active business license.

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

None.

12D. CITY COUNCIL INITIATED ITEM — DISCUSSION REGARDING CONDUCTING A REVIEW AND UPDATE OF THE CITY'S CURRENT CANNABIS ORDINANCE

At the October 24, 2023, City Council meeting, Mayor Shawver requested that this item be agendized for discussion. Mayor Shawver is requesting to discuss a review and update of the City's current cannabis ordinance(s).

Presentation by Mayor Shawver.

Motion/Second: Shawver/Torres

Motion carried by the following vote:

AYES: 4 (Shawver, Torres, Van, Warren)

NOES: 1 (Taylor)

ABSTAIN: None

ABSENT: None

DRAFT

Motion unanimously carried:

Consensus was received and the City Council directed staff to proceed with research and a staff report relating to extension for current licensees, opportunity costs associated with delay in opening, options for payment of anticipated revenues as part of an extension opportunity, proposed canopy space, and a project timeline.

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

None.

14. ITEMS FROM CITY MANAGER/EXECUTIVE DIRECTOR

- Ms. Hannah Shin-Heydorn, City Manager reported on the City's annual Veteran's Day Ceremony event in honor of the men and women in our community that have served or are serving in the U.S. Armed Forces, which was held on November 11, 2023, at Stanton City Hall and reported on the community praise of an event well hosted, along with expressed gratitude for the events Veteran speaker who shared his story with the attendees.
- Ms. Hannah Shin-Heydorn, City Manager reported on the upcoming weather forecast and the potential for heavy rains, which could affect the Stanton Family Resource Center's open house event scheduled to be held on November 18, 2023, and that should it rain, the event will be rescheduled to a future date.

14A. ORANGE COUNTY FIRE AUTHORITY

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

Fire Battalion Chief Christopher Sobiesiak provided the City Council with an update on their current operations.

Council Member Torres inquired and Ms. Hannah Shin-Heydorn, City Manager confirmed that pre-filled sandbags are available for pickup at the Stanton Corporate Yard and that Orange County Fire Authority Station 46 has sandbags (sandless) available for pickup as well. Sand for sandbags secured from Station 46 can be acquired from Orange County Fire Authority Station 17, located at 4991 W Cerritos Avenue, Cypress.

DRAFT

15. **ADJOURNMENT** Motion/Second: Shawver/
Motion carried at 7:43 p.m.

MAYOR/CHAIRMAN

ATTEST:

CITY CLERK/SECRETARY

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 28, 2023

SUBJECT: EXTEND THE CITY'S DEADLINE TO ESTABLISH ONLINE PERMITTING SYSTEM IN COMPLIANCE WITH ASSEMBLY BILL 2234 (AB 2234)

REPORT IN BRIEF:

California Assembly Bill 2234 established several requirements for the review and processing of post-entitlement permit applications. "Post-entitlement" refers to any project that required a public hearing before the Planning Commission to obtain approval of a development before seeking permits to begin construction. One requirement established by this bill was the implementation of an online permitting system. The City's current permitting system does not have the capability to issue permits online and there is no cost-effective way to alter the existing system to comply with this requirement. As a result, staff is seeking to extend the deadline for compliance with this requirement to January 1, 2026 as allowed under the provisions of AB 2234. The extension will allow staff to complete a procurement process so that a compliant and cost-effective online permitting system can be acquired.

RECOMMENDED ACTIONS:

1. City Council declare that the project is exempt from the California Environmental Quality Act ("CEQA") under Section 15060(c)(2) and 15060(c)(3); and
2. Adopt Resolution No. 2023-29, which will extend the City's deadline to establish an online permitting system for post-entitlement phase permits to January 1, 2026, entitled:

"A RESOLUTION OF THE CITY COUNCIL OF THE CITY STANTON, CALIFORNIA EXTENDING THE DEADLINE TO ESTABLISH AN ONLINE PERMITTING SYSTEM FOR POST-ENTITLEMENT PHASE PERMITS UNDER CALIFORNIA GOVERNMENT CODE SECTION 65913.3.5 (AB 2234)."

BACKGROUND:

AB 2234 took effect on January 1, 2023, adding sections 65913.3 and 65913.3.5 to the Government Code and, most notably, extending elements similar to those of the Permit Streamlining Act to a local agency's review of ministerial "post-entitlement phase permit" applications for housing development projects. Under AB 2234, post-entitlement phase permits are all administrative permits and reviews filed after the entitlement process has been completed. Examples of post-entitlement phase permits include building permits, encroachment permits, demolition permits, or grading permits.

AB 2234 imposes numerous requirements on a local agency's review and processing of a post-entitlement phase permit application, including: (1) posting application checklists and examples online; (2) time limits to determine whether an application is complete; (3) time limits to approve or deny an application; (4) providing an applicant with the right to appeal the local agency's decision; and (5) implementing an online permitting system.

The matter before the City Council this evening concerns item (5) above, AB 2234's online permitting system requirement.

ANALYSIS/JUSTIFICATION:

Among other things, AB 2234 requires local agencies that are located in counties with a population of 250,000 or greater to implement an online permitting system that allows applicants to apply for, check the status of, complete and retrieve post-entitlement phase permits. Local agencies in counties with a population of less than 250,000 are exempt from this online permitting system requirement.

For local agencies in counties with a population or 250,000 or greater, the deadline to comply with AB 2234's online permitting system requirement is: (i) January 1, 2024 if the local agency has a population of 75,000 or greater or is located in a county with a population of 1.1 million or greater; or (ii) January 1, 2028 for all local agencies not covered by (i). The City of Stanton is subject to the January 1, 2024 deadline because it is located in Orange County which has a population of over 3 million.

AB 2234 authorizes any local agency subject to the January 1, 2024 deadline to give itself an extension of up to two years (i.e., to January 1, 2026) if its legislative body does both of the following before January 1, 2024: (1) makes a written finding that adopting an online permitting system by January 1, 2024, would require substantial increases in permitting fees; and (2) has initiated a procurement process for the purpose of complying with the online permitting system requirement.

Implementing an online permitting system by the January 1, 2024 deadline would present several financial and logistical burdens for the City that, in turn, would require a substantial increase in permitting fees because the current system does not have the capability of electronically issuing permits via an online portal. The existing system

would require a significant reconfiguration, development of new scripts, and a significant amount of time beyond the standard maintenance and use contract that the City has for use of the existing system. The magnitude of reconfiguring the existing system at a per hour cost set by the system developer would be significantly higher than the current cost and cost recovery would require an increase in permitting fees to accommodate the sudden cost increase of the system. In contrast, the ability to follow a procurement process would allow the City to conduct a full search of available programs that already have these capabilities without the burden and expense of developing completely new software. A procurement process will allow the City to compare systems and costs to find the most beneficial and cost-effective system that will minimize or prevent an increase in permit fees.

The attached Resolution makes the requisite findings and, if adopted by the City Council, will extend the City's deadline to comply with AB 2234's online permitting system requirement to January 1, 2026. As required by AB 2234, the resolution also includes a direction to staff to initiate the procurement process necessary to comply with this requirement. This process will be conducted in accordance with state law and the City's applicable procurement policies.

For the reasons provided above, staff recommends that the City Council adopt the attached resolution.

FISCAL IMPACT:

The extension of the deadline for compliance will not result in any fiscal impacts.

ENVIRONMENTAL IMPACT:

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

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notification through the regular agenda process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

Prepared by: Crystal Landavazo, Community & Economic Development Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

A. Resolution No. 2023-29

RESOLUTION NO. 2023-29**A RESOLUTION OF THE CITY COUNCIL OF THE CITY STANTON, CALIFORNIA
EXTENDING THE DEADLINE TO ESTABLISH AN ONLINE PERMITTING SYSTEM
FOR POST-ENTITLEMENT PHASE PERMITS UNDER CALIFORNIA GOVERNMENT
CODE SECTION 65913.3.5 (AB 2234)**

WHEREAS, California Assembly Bill 2234 (“AB 2234”) added sections 65913.3 and 65913.3.5 to the Government Code and took effect on January 1, 2023; and

WHEREAS, AB 2234 extends elements similar to those of the Permit Streamlining Act to a local agency’s review of ministerial “post-entitlement phase permit” applications for housing development projects; and

WHEREAS, under AB 2234, a “post-entitlement phase permit” includes all nondiscretionary permits and reviews that are required or issued by the local agency after the entitlement process has been completed to begin construction of a development that is intended to be at least two-thirds residential. Examples include, among other things, building permits, demolition permits, and permits for minor or standard excavation and grading; and

WHEREAS, in addition to above, AB 2234 requires local agencies that are located in counties with a population of 250,000 or greater to implement an online permitting system that allows applicants to apply for, check the status of, complete and retrieve post-entitlement phase permits (local agencies in counties with a population of less than 250,000 are exempt from this online permitting system requirement); and

WHEREAS, for local agencies in counties with a population or 250,000 or greater, the deadline to comply with AB 2234’s online permitting system requirement is: (1) January 1, 2024 if the local agency has a population of 75,000 or greater or is located in a county with a population of 1.1 million or greater; or (2) January 1, 2028 for all local agencies not covered by (1); and

WHEREAS, the City of Stanton (“City”) is subject to the January 1, 2024 deadline because it is located within Orange County which has a population of 250,000 or greater; and

WHEREAS, any local agency subject to the January 1, 2024 deadline may give itself an extension of up to two years (i.e., to January 1, 2026) if its legislative body does both of the following before January 1, 2024: (1) makes a written finding that adopting an online permitting system by January 1, 2024, would require substantial increases in permitting fees; and (2) has initiated a procurement process for the purpose of complying with the online permitting system requirement; and

WHEREAS, the City desires to extend its deadline to comply with AB 2234's online permitting system requirement to January 1, 2026; and

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

SECTION 1: Recitals. The City Council hereby finds and determines that the recitals above are true and correct and are each incorporated by reference and adopted as findings by the City Council.

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

SECTION 3: AB 2234 Findings; Direction to Staff. In accordance with Government Code section 65913.3.5(a)(2)(A)-(B):

1. *Substantial Increase in Permitting Fees.* The City Council hereby finds that implementing an online permitting system by January 1, 2024 would require substantial increases in the City's permitting fees because the current system does not have the capability of electronically issuing permits via an online portal. The existing system would require a significant reconfiguration, development of new scripts, and a significant amount of time beyond the standard maintenance and use contract that the City has for use of the existing system. The magnitude of reconfiguring the existing system at a per hour cost set by the system developer would be significantly higher than the current cost and cost recovery would require an increase in permitting fees to accommodate the sudden cost increase of the system. In contrast, the ability to follow a procurement process would allow the City to conduct a full search of available programs that already have these capabilities without the burden and expense of developing completely new software. A procurement process will allow the City to compare systems and cost to find the most beneficial and cost-effective system that will minimize or prevent an increase in permit fees.

2. *Initiation of Procurement Process.* The City Council hereby directs staff to initiate the procurement process necessary to comply with AB 2234's online permitting system requirements. Such process shall be in accordance with state law and the City's applicable procurement policies.

SECTION 4: Extension. The City Council hereby elects to extend its deadline to implement an online permitting system to January 1, 2026.

SECTION 5: Effective Date. This resolution shall become effective immediately upon its adoption.

SECTION 6: Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED AND APPROVED this 28th day of November 2023.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONG DAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2023-29 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on November 28, 2023, and that the same was adopted, signed and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 28, 2023

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT (TASK CODE NO. 2022-205)

REPORT IN BRIEF:

Two bids for the Stanton Central Park Shade Structure Installation Project were opened on October 31, 2023. Based on the post-bid analysis of the bids received, staff has determined the bid submitted by R.E. Schultz Construction, Inc. to be the lowest responsible and responsive bid at \$42,950.

RECOMMENDED ACTIONS:

1. City Council declare this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301 as a minor exterior alteration of an existing public facility and Class 3, Section 15303 as construction of an accessory structure; and
2. Award a construction contract for the Stanton Central Park Shade Structure Installation Project to R.E. Schultz Construction, Inc. for the bid amount of \$42,950 and reject all other bids; and
3. Authorize the City Manager to bind the City of Stanton and R.E. Schultz Construction, Inc. in a contract for the construction of the Stanton Central Park Shade Structure Installation Project (Task Code No. 2022-205); and
4. Authorize the City Manager to approve contract changes in an amount not-to-exceed ten percent of the bid amount (\$4,295).

BACKGROUND:

The picnic tables north of the Community Center at Stanton Central Park have no shade covering. During the summer months when the splash pads are open, staff has observed visitors standing and crowding around the Community Center and restroom building to seek shelter and shade while supervising their children. As such, staff has been looking to install a new shade structure in the picnic table area to provide visitors shade and

comfort when visiting the park. As part of the Fiscal Year 2021-22 Mid-Year Budget Update, Council approved the addition of this project to the Capital Improvement Program.

On September 26, 2023, the City Council authorized staff to advertise this project for construction and approved the draft plans and specifications.

ANALYSIS/JUSTIFICATION:

Bid opening for this project was on October 31, 2023, and the contractors who attended the mandatory pre-bid conference were eligible to submit a bid. Two (2) bids were received and opened as follows:

Rank	Company	Bid
1	R.E. Schultz Construction, Inc.	\$42,950.00
2	A2Z Construct Inc.	\$50,000.00

R.E. Schultz Construction, Inc. submitted the lowest responsible bid in the amount of \$42,950, which is approximately 28 percent below the Engineer’s estimate of \$60,000.

Staff has reviewed the submitted documents and found that R.E. Schultz Construction, Inc. has submitted the lowest bid and is compliant with the contract documents; however, the submitted bid had a clerical error where the total base bid in numbers was listed as \$42,950 and the total base bid in words was written as \$49,950. Staff reviewed the itemized costs and confirmed with the contractor that \$42,950 is the correct bid amount. Upon successful execution of the contract documents, the project is expected to begin construction early next year.

For every construction contract awarded by Council, staff is required to return to Council to accept the improvements, approve the final construction contract amount, and direct the Council to file a Notice of Completion.

FISCAL IMPACT:

The Fiscal Year 2023/24 Amended Budget includes \$58,360 for this project (Task Code No. 2022-205), with funding from the City’s General Capital Projects Fund (#305).

ENVIRONMENTAL IMPACT:

This project is exempt under the California Environmental Quality Act (“CEQA”), Class 1, Section 15301 as a minor exterior alteration of an existing public facility and Class 3, Section 15303 as construction of an accessory structure.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 3: Provide a quality infrastructure.

Prepared by: Han Sol Yoo, E.I.T., Associate Engineer

Reviewed by: Cesar Rangel P.E., Director of Public Works/City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Stanton Central Park Shade Structure Installation Project Contract
- B. R.E. Schultz Construction, Inc. Proposal

**CITY OF STANTON
CONTRACT AGREEMENT**

STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT

THIS CONTRACT AGREEMENT (or “Contract”) is made and entered into for the above-stated project this _____ day of _____, 20___, BY AND BETWEEN THE **CITY OF STANTON**, as City and **R.E. SCHULTZ CONSTRUCTION, INC.** as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

Article I

The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Proposal, General Specifications, Special Provisions in accordance with the Standard Specifications for Public Works Construction, Faithful Performance Bond, Labor and Material Bond, and all referenced specifications, details, Standard Plans and appendices, including all applicable State and Federal requirements; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively all the foregoing shall be referenced as the “Contract Documents”). All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

Article II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

Article III

CONTRACTOR agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials, performing all work and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole hereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Article IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents.

The total amount of this contract shall not exceed **Forty-Two Thousand Nine-Hundred Fifty Dollars (\$42,950.00)**. CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council, or if pursuant to its authority, the City Manager, or his or her designee. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager or City representative and CONTRACTOR at the time City's written authorization is given to CONTRACTOR for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000 whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

Article V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employee to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

Article VI

CONTRACTOR agrees to indemnify and hold harmless CITY and all of its officers, officials, consultants, employees, agents, and volunteers from any claims, demands or causes of action, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

Article VII

CONTRACTOR affirms that the signatures, titles, and seals set forth herein in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

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

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

**CITY OF STANTON
FAITHFUL PERFORMANCE BOND**

STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the 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 Contractor, his 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 Contract Documents and any alteration thereof made as therein provided, on 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 all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or

shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

**CITY OF STANTON
PAYMENT BOND**

STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT

KNOW ALL MEN BY THESE PRESENTS That

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or

released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal) _____

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**CITY OF STANTON
COMPENSATION INSURANCE CERTIFICATE**

STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT

Pursuant to Section 1861 of the State Labor Code (amended by Stats. 1979, C.373, p. 1343), before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Contractor, prior to commencing work, shall sign and file with the City of Stanton a certification as follows:

I am aware of the provisions of Section 3700 of the Labor Code which requires 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.

CONTRACTOR

By: _____

Title: _____

Date: _____

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

(Amended by Stats, 1978, c. 1379, p. 4571)

Compensation Insurance Certificate

To be submitted with Contract Agreement

Bidder's Name: R.E. Schultz Construction, Inc.**BID FORMS****BID ACKNOWLEDGEMENT****NAME OF BIDDER:** R.E. Schultz Construction, Inc.

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract, including all plans, specifications, and all addenda, if any, for the following Project:

STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT

To the City of Stanton, with its principal place of business at 7800 Katella Avenue, Stanton, CA 90680:

In response to the Notice Inviting Bids dated September 28, 2023 and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the City to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the City, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents, including all plans, specifications, and all addenda, and at the prices stated opposite the respective items set forth in the Bid Schedule.

This Bid constitutes a firm offer to the City which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the City and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this Proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this Bid; that this Proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this Bid is in all respects fair and without collusion or fraud.

If awarded a Contract, the undersigned agrees to execute and deliver to the City within ten (10) calendar days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements.

Bidder's Name: R.E. Schultz Construction, Inc.

A complete bid consists of the following Bid Forms, which have been completed and executed by the undersigned Bidder, are incorporated by this reference and made a part of this Bid:

1. Completed Bid Schedule form.
2. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
3. Completed Designation of Subcontractors form.
4. Completed Bidder Information and Experience form.
5. Fully executed Non-Collusion Declaration form.
6. Completed Public Works Contractor DIR Registration Certification form.
7. IRAN Contracting Act Certification (for contracts of \$1,000,000 or more)
8. Sufficient Funds Declaration

Bidder certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California:

License number 1007195

Expiration date 9/30/25

License classification A, B, C-61/D34, C-61/D12

If the Bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
<u>1</u>	<u>10/18/23</u>	

[SIGNATURES NEXT PAGE]

Bidder's Name: R.E. Schultz Construction, Inc.

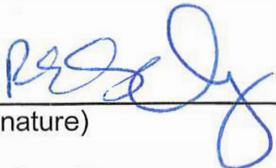
I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BIDDER:

Bidder's Business Address:

R.E. Schultz Construction, Inc.
(Company Name)

1767 North Batavia Street
Orange, CA 92865

By 
(Signature)

Richard Schultz
(Type or print name)

President, Sole Officer
(Title)

Orange, CA
(Where signed) (City, State)

Dated: October 31, 20 23
State of Incorporation: California

(If the Contractor is a corporation, two signatures of corporate officers are required.)

Names and addresses of all partners or joint venturers:

N/A

Statement of the authority of signatory to bind Bidder:

Per the attached Articles of Incorporation,
Richard Schultz is the President and Secretary
of R.E. Schultz Construction, Inc. and has the
authority to sign and bind contracts and forms
on behalf of the incorporation.

BASE BID SCHEDULE*					
STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT					
ITEM NO.	DESCRIPTION	QTY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	MOBILIZATION AND DEMOBILIZATION: Not to Exceed 10% of total bid amount	1	LS	\$ 3,950.00	\$ 3,950.00
2	FURNISH AND INSTALL PRE-ENGINEERED FABRIC SHADE STRUCTURES: Single Post Pyramid Shade Structure (20 ft. x 20 ft.) in accordance with specifications and site plan; complete and in place. Match Existing Color	1	LS	\$ 34,500.00	\$ 34,500.00
3	REGRADE AND RESTORATION: Sawcut, remove, and replace concrete sidewalk panel, expansion joint, and caulk. Match existing color.	50	SF	\$ 90.00	\$ 4,500.00

* Additional details about items of work included in each bid item can be found in Section 7-3.1 of the Special Provisions and Specifications.

Total Base Bid in NUMBERS:	\$42,950.00
Total Base Bid in WORDS:	Forty Nine Thousand Nine Hundred and Fifty Dollars and Zero Cents

THE BASIS FOR AWARD OF CONTRACT SHALL BE THE CONTRACTOR'S BASE BID ONLY.

The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the Bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the City from measured quantities of work performed based upon the Unit Price.

Bidder's Name: R.E. Schultz Construction, Inc.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify alternate bid items, the City can choose to include any, all, or none of the alternate bid items in the Work. If the City selects any of the alternate bid items, the corresponding alternate bid prices shall be added to or deducted from Base Bid Price for the work. The City can award/select alternate bid items at any time(s).

Name of Bidder R.E. Schultz Construction, Inc.

Signature 

Name and Title Richard Schultz, President (Sole Officer)

Dated 10/31/23

Bidder's Name: R.E. Schultz Construction, Inc.

BID GUARANTEE

BID BOND

NO. 11-327-559

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies Bid.]

The makers of this bond are, R.E. Schultz Construction, Inc., as Principal, and U.S. Specialty Insurance Company, as Surety and are held and firmly bound unto the City of Stanton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated October 31, 2023, for **STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT**.

If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 31st day of October, 2023, the name and corporate seal of each corporation.

(Corporate Seal)

R.E. Schultz Construction, Inc.
Contractor/ Principal

By [Signature]

Title President

(Corporate Seal)

U.S. Specialty Insurance Company
Surety

By [Signature]

Blake A. Pfister

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

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 October 27, 2023 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
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 Lianne Nahina
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond 11-327-559 Document Date: October 31, 2023
Number of Pages: _____ Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: U.S. Specialty Insurance Company

Signer Is Representing: _____

Bidder's Name: R.E. Schultz Construction, Inc.

Notary Acknowledgment

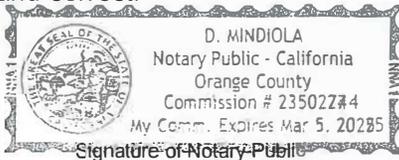
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Orange

On 10-31-2023, 2023, before me, D. Minciola, Notary Public, personally appeared Richard Schultz, who proved to me on the basis of satisfactory

Name(s) of Signer(s)
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.

D. Minciola

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

Individual
Corporate Officer

Title(s)

Bid Bond

Title or Type of Document

Partner(s) Limited
General

Number of Pages

Attorney-In-Fact
Trustee(s)
Guardian/Conservator
Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.



TOKIO MARINE
HCC

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2026. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 18th day of April 2022.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: 
Daniel P. Aguilar, Vice President

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.

On this 18th day of April 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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)

I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of October, 2023

Corporate Seals
Bond No. 11-327-559
Agency No. 3074




Kio Lo, Assistant Secretary

*** N/A ***

DESIGNATION OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the successful Bidder in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the successful Bidder, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

- (a) The portion of the work to be done by the subcontractor;
- (b) The name and the location of the place of business;
- (c) The California contractor license number; and
- (d) The DIR public works contractor registration number.

If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
* All Work to be Self-Performed. *				

Bidder's Name: R.E. Schultz Construction, Inc.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

BIDDER INFORMATION AND EXPERIENCE FORM

INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: R.E. Schultz Construction, Inc.
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: 1767 North Batavia Street
Orange, CA 92865
714-740-5049 714-649-2627
Facsimile Number Telephone Number
nicole@reschultzconstruction.com
Email Address
- 4.0 How many years has Bidder's organization been in business as a Contractor?
+25
- 5.0 How many years has Bidder's organization been in business under its present name? 7 years
- 5.1 Under what other or former names has Bidder's organization operated? RES Enterprises, Inc.
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 4/21/15
- 6.2 State of Incorporation: California
- 6.3 President's Name: Richard Schultz
- 6.4 Vice-President's Name(s): Richard Schultz
Richard Schultz
- 6.5 Secretary's Name: Richard Schultz
- 6.6 Treasurer's Name: Richard Schultz

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

Washington and Nevada

10.0 What type of work does the Bidder normally perform with its own forces?

Site work, demo, equipment installation (play structures, shade structures, site amenities).

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No.

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No.

13.0 List Trade References:

Robertsons Ready Mix, PO Box 3600, Corona, CA 92878, 909-866-4686
Turboscape, PO Box 1062, Lake Elsinora, CA 92531 866-887-2672

Bidder's Name: R.E. Schultz Construction, Inc.

Sunbelt Rentals, PO Box 409211, Atlanta, GA 30384 503-258-3455

South Coast Bobcat, PO Box 759, Cardiff, CA 92007 714-998-5445

14.0 List Bank References (Bank and Branch Address):

Bank of America, 4825 E. Chapman Ave., Orange, CA 92869 800-432-1000

15.0 Name of Bonding Company and Name and Address of Agent:

U.S. Specialty Insurance Co. 801 S. Figueroa St., #700, Los Angeles, CA 90017

Agent: The Bond Connection, Blake Pfister, PO Box 4164, Dana Point, CA 92629

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LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
SDUSD (4) Sites	San Diego Unified School District Robert Jones: 619-301-0162	Removal and Replacement of Playground Equip. and Surfacing	11/2023	\$2,176,710.00
Liberty Park	City of Westminster Cindy Huynh: 714-548-3497	Playground Renovation	10/2023	\$321,478.00
Edison Trails Park	City of Monterey Park Peter Shiau: 626-307-1326	Playground Replacement	11/2023	\$207,272.00
Pioneer Park	City of Hawaiian Gardens Neema Ghanbari: 562-420-2641 Ext. 206	Park Renovation	12/2023 - 1/2024	\$249,340.00
Peninsula Park	City of Newport Beach Kyle Aube: 949-644-3296	Beach Playground Improvements	3/2024	\$293,315.00

LIST OF COMPLETED PROJECTS – LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Shipwreck Park	City of Dana Point Scott Fisher: 760-814-7226	Park Renovation	2/2022	\$363,056.42
Bid # 22-23-09-01	Azusa Unified School District Brian Allen: 626-732-4345	Playground Renovation @ Various School Sites	9/2023	\$916,812.00
North Park Playground Canopy Project	City of Inglewood Kenrick Sanderlin: 310-412-5333	Installation of Playground Shades.	8/2023	\$96,465.00
Manzanita Park	City of Cypress Baruc Bravo: 714-229-6747	Shade Structure Replacement	3/2023	\$55,650.00
2021-2022 Playground Improvements	City of Newport Beach Kyle Aube: 949-644-3296	Playground Improvements	6/2023	\$330,790.00

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Richard Schultz, Owner - Start-up, periodic reviews, close-out

Job Superintendent - Thomas Iglesias: Start-Up, Periodic Reviews, Close-Out. Project Duration.

Project Manager - Jon Schatz: Start-Up, Periodic Reviews, Close-Out. Project Duration.

2. Summarize each person's specialized education:

Richard Schultz - License qualifier, NPCAI Certified, CPSI

Jon Schatz - BSME, CPSI

3. List each person's years of construction experience relevant to the project:

Richard Schultz 25+ years

Thomas Iglesias: 25+ years

Jon Schatz: 5 years

4. Summarize such experience:

Knowledge, factory/vendor certified in all scopes related to playground from mobilization, site set-up & safety, demo and prep of sub-surfaces for placement of new products / scope of project.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

R.E. Schultz Construction Inc, is a full service general engineering contractor that specializes in playground construction including shade shelters and structures and is a reputable playground installation company performing work throughout the state of California. We hold manufacturer certifications from all major play industry manufactures. We have multiple Certified Playground Inspectors on staff with membership to the Bational Playground Contractors Association.

Bidder's Name: R.E. Schultz Construction, Inc.

NON-COLLUSION DECLARATION

The undersigned declares:

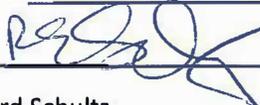
I am the President, Sole Officer of R.E. Schultz Construction, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/31/23 [date], at Orange [city], CA [state].

Name of Bidder R.E. Schultz Construction, Inc.

Signature  _____

Name Richard Schultz

Title President, Sole Officer

Bidder's Name: R.E. Schultz Construction, Inc.

PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: R.E. Schultz Construction, Inc.

DIR Registration Number: 1000033385

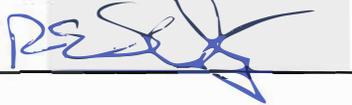
DIR Registration Expiration: 6/30/24

Small Project Exemption: Yes or No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the Project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Bid is non-responsive.

Name of Bidder R.E. Schultz Construction, Inc.

Signature 

Name and Title Richard Schultz, President (Sole Officer)

Dated 10/31/23

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

Bidder's Name: R.E. Schultz Construction, Inc.

CITY OF STANTON

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)**

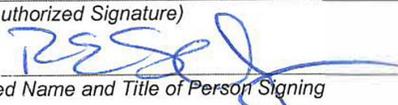
STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT

(To be executed by bidder and submitted with its bid)

As required by Public Contract Code ("PCC") Section 2204 for contracts of \$1,000,000 or more, please insert Bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC Section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending Twenty Million Dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. [PCC Section 2204(a).]

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or N/A)</i>	
R.E. Schultz Construction, Inc.		32-0465469	
<i>By (Authorized Signature)</i>			
			
<i>Printed Name and Title of Person Signing</i>			
Richard Schultz, President (Sole Officer)			
<i>Date Executed</i>		<i>Executed in</i>	
10/31/23		Orange, CA	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or N/A)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			<i>Date Executed</i>

A0779521

neto

3779421

**Certificate of Amendment
Of Articles of Incorporation**

FILED
Secretary of State
State of California

JAN 07 2016

DBM

Ⓢ

The undersigned certify that:

icc

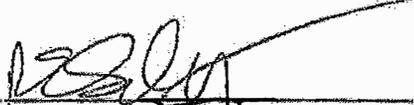
1. They are the President and the Secretary, respectively, of RES ENTERPRISES, INC., a California corporation.
2. Article 1 of the Articles of Incorporation of this corporation is amended to read as follows:

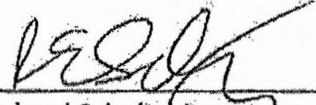
The name of the corporation is: R.E. Schultz Construction, Inc.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.
4. The corporation has issued no shares.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: Jan 5, 2016


Richard Schultz, President


Richard Schultz, Secretary

Senders Contact Information:

Richard Schultz
2914 E. Katella Ave #102
Orange CA 92867
714-649-2627

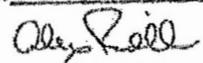
Entity #C3779421



I hereby certify that the foregoing
transcript of 1 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.

JAN 19 2016 

Date: _____


ALEX PADILLA, Secretary of State



TOKIO MARINE
HCC

Tokio Marine HCC
1 MacArthur Place, Suite 550
Santa Ana, CA 92707

September 25, 2023

R.E. Schultz Construction, Inc.
1767 N Batavia
Orange, CA 92865

RE: Bond Capacity Letter / Bondability Certification

To Whom It May Concern,

Tokio Marine HCC - Surety Group is a leading provider of surety bonds; comprised of American Contractors Indemnity Company and U.S. Specialty Insurance Company. Our underwriting companies are rated AA- (Very Strong) by Standard & Poor's and A++ (Superior) by A.M. Best Company. Both American Contractors Indemnity Company and U.S. Specialty Insurance Company are approved underwriting surety companies per the most current U.S. Treasury Department listed Circular 570 and complies with the provisions of the California Code of Civil Procedure, Section 995.600.

For many years, R.E. Schultz Construction, Inc. has been a highly regarded and valued client of both American Contractors Indemnity Company and U.S. Specialty Insurance Company. We understand that you are considering them for future projects. Although we have not set a maximum single bond or aggregate limit, we will consider our client for payment and performance bonds of \$3,000,000 single limit within a \$6,000,000 aggregate program. We continue to be confident in our client's ability to perform and we recommend them for your favorable consideration. Our experience with our client has been excellent.

Please be advised that execution of all final bonds is subject to review and acceptance of the final contract terms, conditions, and financing by our client and Tokio Marine HCC - Surety Group at the time of each request. This letter does not guarantee the execution of any final bonds. The information contained herein is furnished as a matter of courtesy for your confidential use and is merely an expression of opinion as of the date of this letter. If you have any questions please do not hesitate to contact me at 949-248-1543.

Sincerely,

A handwritten signature in black ink, appearing to read "BAP".

Blake A Pfister, Attorney-in-fact
On Behalf of American Contractors Indemnity Company and U.S. Specialty Insurance Company

cc: Paul Dito

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.

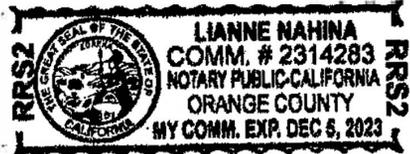
State of California)

County of Orange)

On September 25, 2023 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
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/it~~ executed the same in his/~~her/its~~ authorized capacity(ies), and that by his/~~her/its~~ 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 Lianne Nahina
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond Letter Document Date: September 25, 2023

Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: U.S. Specialty Insurance Company

Signer's Name: _____

- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



TOKIO MARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint,

Blake A. Pfister

Its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver bond number None, Bond Letter Only, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Six Million and 00/100 Dollars (\$6,000,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty Insurance Company:

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." Adopted by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of April, 2022.

State of California
County of Los Angeles SS:



U.S. SPECIALTY INSURANCE COMPANY
By: Adam S. Pessin
Adam S. Pessin, Senior Vice President

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.

On this 18th day of April, 2022, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

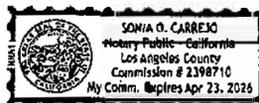
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 25th day of September, 2023

Bond No. None, Bond Letter Only

Agency No. 3074



[Signature]
Kio Lo, Assistant Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/21/2023

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 have ADDITIONAL INSURED provisions or 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 KGIB, INC. KNOX GENERAL INSURANCE BROKERS 226 SOUTH GLASSELL STREET ORANGE CA 92866		CONTACT NAME: Carol Knox, Monica Avelar or Kory Butler PHONE (A/C, No, Ext): (714) 744-3300 FAX (A/C, No): (714) 744-6537 E-MAIL ADDRESS: Carol@kgibinc.com, Monica@kgibinc.com, Kory@kgibinc.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: SCOTTSDALE INSURANCE COMPANY	NAIC # 41297
		INSURER B: CLEAR BLUE SPECIALITY INSURANCE COMPAN	28860
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **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 INSD	SUBR 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 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BCS2000828	08/16/2023	08/16/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BW02-STR-2300180-00	06/19/2023	06/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XLS2002647	08/16/2023	08/16/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 Over General Liability \$ & Work Comp
	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	N/A	--NA--			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$

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

FOR INFORMATIONAL PURPOSE ONLY

CERTIFICATE HOLDER **CANCELLATION**

R.E. SCHULTZ CONSTRUCTION, INC 1767 N. BATAVIA STREET ORANGE CA 92865-4103	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 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

Bidder's Name: R.E. Schultz Construction, Inc.

CITY OF STANTON

**SUFFICIENT FUNDS DECLARATION
(Labor Code Section 2810)**

STANTON CENTRAL PARK SHADE STRUCTURE INSTALLATION PROJECT

(To be executed by bidder and submitted with its bid)

Owner: **City of Stanton**
Contract: _____ Project

I, Richard Schultz, declare that I am the President, Sole Officer
[insert title] of R.E. Schultz Construction, Inc. [the entity], the entity making and submitting the bid for the
above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit
R.E. Schultz Construction, Inc. [the entity] to comply with all local, State or Federal labor laws or regulations
during performance of the Contract, including payment of prevailing wage, and that R.E. Schultz Construction, Inc.
[the entity] will comply with the provisions of Labor Code Section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct
and executed on October 31 20 23, at Orange [City], CA [State].

Date: 10/31/23



Signature

Print Name: Richard Schultz

Print Title: President, Sole Officer



TO: All Contractors
FROM: Han Sol Yoo, Associate Engineer
DATE: October 18, 2023
SUBJECT: **ADDENDUM NO. 1** to Stanton Central Park Shade Structure Installation Project

This Addendum No. 1 is being issued for the Stanton Central Park Shade Structure Installation Project.

The intent of this Addendum No. 1 is to include the following revisions, additions, and/or deletions shall hereby be made a part of the Bid Package documents.

Listed below are the questions / inquiries received and the City's Responses:

1. Has the City already purchased the shade structure from USA Shade, or will the contractor be responsible for purchasing in connection to the above-mentioned bid?

Response: *Per the Bid Package, the Contractor is responsible for purchasing the shade structure.*

2. Will the City be providing surveying if needed?

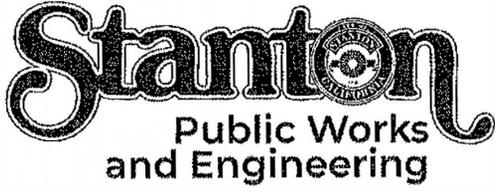
Response: *No*

3. At the job walk, it was mentioned that there will be additional time required to provide materials for the shade structure from the manufacturing company. Please advise additional time.

Response: *Per conversation at the job walk, it was stated that turnaround time for engineering is approximately 4 weeks, and fabrication is approximately 10 weeks.*

For any further information or clarification needed, please contact Han Sol Yoo, Associate Engineer, via email at HYoo@StantonCA.gov or via phone at (714) 890-4204.

Confirmation of receipt of all addenda is part of the Bid Package. Failure to acknowledge receipt of all addenda may cause a proposal to be deemed non-responsive.



By:

A handwritten signature in black ink, appearing to read "Han Sol Yoo". The signature is written in a cursive style and is positioned above a horizontal line.

Han Sol Yoo
Associate Engineer

National Recreation and Park Association

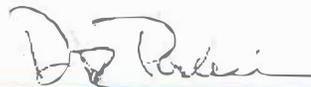
Let it be known that

RICHARD SCHULTZ

has met the requirements of the standards set forth by the
National Certification Board
and is hereby granted certification as a



Certified Playground Safety Inspector



CHAIRPERSON

April 19, 2021

DATE CERTIFIED



NRPA PRESIDENT AND CEO

51153-0524

CERTIFICATION NUMBER

May 01, 2024

EXPIRATION DATE

CERTIFICATE OF ACHIEVEMENT

Awarded to:

Rick Schultz

Has completed the

RECREATION INSTALLATION SPECIALIST CERTIFICATION COURSE

This certificate of achievement is valid for the above individual who has successfully passed the required training as set by the National Playground Contractors Association, Inc.



2022-1272

Certificate Number

12/31/2024

Expiration Date

A handwritten signature in black ink, appearing to read "Edward Miller, Jr.", is written over a horizontal line.

Edward Miller, Jr., NPCAI Chairman

12/31/2021

Issue Date



Contractor's License Detail for License # 1007195

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 10/31/2023 8:11:06 AM

Business Information

R E SCHULTZ CONSTRUCTION INC
1767 N BATAVIA STREET
ORANGE, CA 92865
Business Phone Number:(714) 649-2627

Entity Corporation
Issue Date 09/10/2015
Expire Date 09/30/2025

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ [C-61 / D34 - PREFABRICATED EQUIPMENT](#)
- ▶ [B - GENERAL BUILDING](#)
- ▶ [C-61 / D12 - SYNTHETIC PRODUCTS](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100320462

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ This license filed Bond of Qualifying Individual number **100731718** for CHRIS LEE THOMAS in the amount of **\$25,000** with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).
Effective Date: 03/07/2023
[BQI's Bond History](#)
- ▶ The qualifying individual RICHARD EARL SCHULTZ certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/24/2016
[BQI's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the [INSURANCE COMPANY OF THE WEST](#)

Policy Number: WSD506512001

Effective Date: 04/14/2022

Expire Date: 04/14/2024

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

Contractor Information

Legal Entity Name
R.E. SCHULTZ CONSTRUCTION, INC

Legal Entity Type
Corporation

Status
Active

Registration Number
1000033385

Registration effective date
7/1/2022

Registration expiration date
6/30/2024

Mailing Address
1767 N. BATAVIA ST. ORANGE 92865 CA United ...

Physical Address
1767 N. BATAVIA ST. ORANGE 92865 CA United ...

Email Address

Trade Name/DBA
R.E. SCHULTZ CONSTRUCTION, INC

License Number(s)
CSLB:1007195
CSLB:755160

Registration History

Effective Date	Expiration Date
5/25/2018	6/30/2019
5/17/2017	6/30/2018
5/3/2016	6/30/2017
12/29/2015	6/30/2016
7/1/2019	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2024

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:
Richard Schultz

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:
Richard Schultz

Agent of Service Mailing Address:
1767 N Batavia St Orange 92865 CA United States of America

Workers Compensation

Do you lease employees through Professional No

Employer Organization

(PEO)?:

**Please provide your
current workers
compensation insurance
information below:**

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:R E SCHULTZ CONSTRUCTION, INC.**Insurance Carrier:**

Insurace Company Of The West**Policy Number:**WSD5065120-00**Inception date:**4/14/2022

Expiration Date:4/14/2023

R.E. Schultz Construction

Injury and Illness Prevention Program
[High Hazard]

Prepared by:
R.E. Schultz Construction
in association with:
U.S. Compliance Systems, Inc.

Disclaimer: This Safety Program has been prepared exclusively for:

**R.E. Schultz Construction
P.O. Box 6
Silverado, CA 92676**

To the best of our knowledge, the information contained herein is accurate. U.S. Compliance Systems, Inc. accepts no responsibility for errors or omissions.

R.E. Schultz Construction

POLICY STATEMENT

We have developed a comprehensive IIP Program that addresses our specific safety concerns and provides guidance for the performance of our individual job tasks within the framework of appropriate Cal/OSHA standards.

This IIP Program contains the eight essential elements identified in Title 8 of the California Code of Regulations, Section 3203.

These elements are:

1. Responsibility
2. Compliance
3. Communication
4. Hazard Assessment
5. Accident/Exposure Investigation
6. Hazard Correction
7. Training and Instruction
8. Recordkeeping

Safety takes a commitment from all personnel within our organization. Training will be interactive with an opportunity for all to actively participate, ask questions, make suggestions, and refer to our written policies and procedures.

It is our policy to provide a work environment that is inherently safe. The safety and health of our employees is of primary importance as they are our most important resource.

Safety training needs will be identified by continual reassessment of our work methods, equipment and job sites as well as employee and management input. Observation of unsafe acts will be addressed immediately.

Safety requires not only that employees understand and perform individual tasks in a safe manner, but also that they are aware of their surroundings and are actively involved in the safety of others. Employees are encouraged to contact their Supervisor should a safety or health risk exist so that corrective action may be taken immediately.

This Policy Statement will be conspicuously posted.

Safety Director

R.E. Schultz Construction

Safety Program Overview

We have developed a comprehensive IIP Program that addresses our specific safety concerns and provides guidance for the performance of our individual job tasks within the framework of appropriate Cal/OSHA standards.

Safety demands a commitment from all personnel within our organization. As a contractor, we have an obligation to ensure that all our employees within our area of responsibility are afforded the protection of an appropriate IIP Program.

This program contains policies and procedures to deal with common workplace hazards, specific job related hazards, and potential hazards that may arise.

Hazard assessment, project pre-planning, and engineering controls, where feasible, will be the preferred method of providing a safe workplace. Hazards that remain will be minimized or eliminated through training which provides our employees the ability to recognize workplace hazards and understand the proper procedural and/or personal protective equipment requirements.

Each employee is encouraged to contact their supervisor immediately should a safety or health risk exist so that corrective action may be taken to eliminate the hazard entirely or deal with the hazard in a safe manner through modified work procedures, PPE, and/or other appropriate action.

On all job sites, at least one person will be designated a **“competent person”** by virtue of experience or training. This person will have the ability to identify work related hazards, know the corrective procedures, and have the responsibility, ability and authority to impose prompt corrective measures to eliminate these hazards.

The Safety Director or a designated competent person will make routine and random job site inspections to both identify new hazards and to monitor the effectiveness of our IIP Program.

In the final analysis, the success of our safety effort depends on all employees from senior management to the newest hire demonstrating a commitment to safety by working in a safe manner. Safe job performance is how our safety effort is ultimately measured.

For ease of use, this safety program has been divided into four broad categories. These are:

SECTION I

General safety policies and procedures.

SECTION II

Job Specific - Equipment Specific Safety Procedures.

SECTION III

Specific compliance programs with appropriate forms.

APPENDIX A - TRAINING

Training documentation.

Additionally, there is a Project Manual with Job Site Forms.

This manual highlights important concepts and is designed to be kept on individual job sites with the job site forms.

SECTION I

GENERAL SAFETY POLICIES AND PROCEDURES

R.E. Schultz Construction

SAFETY PROGRAM

SECTION I

GENERAL SAFETY POLICIES AND PROCEDURES

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Standards:

Division of Occupational Safety and Health - Title 8 regulations
California Recordkeeping Standard, Section 14300.

GENERAL SAFETY POLICIES AND PROCEDURES

CODE OF SAFE PRACTICES

Below are core safety rules that apply in all situations:

1. Never do anything that is unsafe for any reason. If an unsafe condition is found, report it to your supervisor.
2. Do not remove or disable any safety device. Keep all guards in place at all time on operating machinery, equipment, and power tools.
3. Do not perform any work task unless trained prior to initial assignment.
4. Never operate a piece of equipment unless trained and authorized.
5. Use your personal protective equipment whenever it is required.
6. Obey all safety warning signs.
7. Working under the influence of alcohol or illegal drugs or using them at work is prohibited.
8. Do not bring firearms or explosives on to company property or on to any job site.
9. Horseplay, running, and fighting is prohibited.
10. Clean up spills immediately.
11. Replace all tools and supplies after use.
12. Do not allow debris to accumulate. Practice good housekeeping.
13. Walk-around safety inspections will be conducted at the beginning of each job and at least weekly thereafter.

Copies of our Code of Safe Practices will be posted on job sites.

ACCIDENT/INJURY PREVENTION

Our safety program is designed so that our employees do not work in conditions that are unsanitary, hazardous, or dangerous to their health or safety.

One lax moment in terms of safety may result in a lifetime of needless pain and suffering. Disregarding safety standards may even be fatal. While an accident may happen in an instant, the consequences may last for years.

Accident prevention requires a commitment from all personnel within our company to actively participate in our safety program. All personnel should be aware of job site hazards and follow procedures to eliminate these hazards by proper work methods, use of personal protective equipment,

and proper use of tools and equipment. All persons are encouraged to ask questions and make positive suggestions for safety improvement.

Competent persons will be designated to provide job site expertise as well as regular inspections of equipment, materials, and procedures.

Competent persons will have the authority to stop work if a safety hazard is identified and it cannot be corrected immediately.

All machinery, tools, materials and equipment deemed unsafe will be taken out of service by physically removing, tagging, or locking controls to render them inoperable.

Only persons qualified by training or experience will be allowed to operate equipment or machinery.

All tools and items of equipment will be used for the purpose for which they were designed. For example, a wrench is not a hammer; a ladder is not a horizontal plank; a fire extinguisher is not a cooler!

Never take chances or attempt any job without being aware of the proper procedures, the potential safety hazards, and the methods to reduce or eliminate risk.

IIP PROGRAM ADMINISTRATOR

Our Safety Director will administer this Injury and Illness Prevention Program and has overall responsibility for the implementation of this program. The safety director will ensure each employee has appropriate safety training for the tasks to be performed.

Additionally, duties of this position include:

- a. the actual training of personnel.
- b. maintenance of training records.
- c. random inspections to verify adherence to safety rules and policies.
- d. completion of specific tasks identified within our Cal/OSHA compliance programs found in Section III of this safety program.

Our IIP Program Administrator is:

The duties of this position may be delegated to other personnel who are competent persons by virtue of training or experience.

The responsibilities of this position may not be further delegated.

TRAINING

All employees, prior to assignment to perform any work, will demonstrate to the Safety Director, or other competent person, the ability to perform the tasks safely. Additionally, all employees will be provided employee

handbooks and indicate with their signature that they understand our general safety and health work practices.

To the extent possible, training will be interactive, and will include, as appropriate, formal instruction, scheduled safety meetings, on-line training, on-the job training, and written instructions. Safety information will also be posted on our job site bulletin board. All personnel will have ready access to our safety program as well as employee handbooks.

All training will be documented using our Training Certification Form and our Retraining Certification Form. These records will be maintained by the Safety Director and include the employee's name, date of training, types of training, and the name of the competent training provider.

HAZARD ASSESSMENT

Prior to work on any project, as well as the introduction of new substances, procedures or processes, a hazard assessment will be made by the Safety Director, or authorized representative, to identify and evaluate these possible workplace hazards. Employees will be informed, before performing work, of any special precautions or changes in procedures that must be taken to negate these hazards.

Daily job site inspections will be conducted using our job site inspections forms to identify not only lack of safety compliance, but the introduction of new safety hazards that must be addressed. Copies of these job site inspection forms will be maintained in the Safety Director's office.

Additionally, the Safety Director or a designated competent person will make routine and random job site inspections to both identify new hazards and to monitor the effectiveness of our safety & health program.

While all hazards identified by inspection (or other means) will be corrected in the order of their severity [the most serious corrected first], all hazards will be eliminated before work proceeds.

EMPLOYEE EVALUATION

Our safety program establishes policies and procedures for our employees to enable them to work in a safe manner. Our goal is to provide a workplace that is free from recognized hazards and have a workforce that is capable of performing their individual job tasks safely.

The primary tool used to evaluate employee safety performance is regular and frequent – documented - job site inspections using our job site checklists as a guide.

The second tool is our regularly scheduled – documented - safety meetings which, by design, are interactive allowing the instructor to ask and answer

questions and get a solid feel for employee interest and knowledge of the safety topic being discussed.

The third tool is our enforcement program. Not only are all lapses of safety compliance documented on our job site checklists, they are also documented on our enforcement forms.

EMPLOYEE INVOLVEMENT

All employees are encouraged to participate actively in our safety & health program. Do not hesitate to point out perceived safety deficiencies to your supervisor or the competent person -- you may prevent an injury to yourself or a fellow worker. With the goal of providing a safer worksite for all of us, employee suggestions for improving safety management are welcomed and encouraged. Never perform any task on which you are not confident in your understanding of the safety procedures. If in doubt, ask your immediate supervisor for guidance.

It is expected that all employees will abide by our safety rules and guidelines [as well as applicable local, state, and federal standards] not only to protect themselves, but also to protect their fellow workers from harm. Should a safety violation occur, the violation will be documented by the employee's immediate supervisor and the provisions of our enforcement program will be implemented.

Employees are reminded that they are encouraged, without fear of reprisal, to anonymously report safety hazards or concerns. This may be done by telephone to the Safety Director or by leaving a sealed envelope containing the concern on the Safety Director's desk.

HOUSEKEEPING

Employees are to maintain a neat and orderly work area *as far as practical*. Housekeeping and general cleanliness have a direct effect on safety and health. Proper housekeeping can prevent slips and falls, allow easy egress in the event of an emergency, prevent falling object injuries, and enhance fire safety. Below listed are general housekeeping rules:

- a. walking/working surfaces shall be kept clean and dry.
- b. do not allow construction debris to accumulate.
- c. stored materials will be neatly stacked at the job site.
- d. containers, when not in use, will be sealed.
- e. no objects will be left unattended on stairways.
- f. entrances and exits will be properly marked and not blocked.
- g. tools shall be properly cleaned and put away after use.

EMERGENCY ACTION PLAN

Note: When working at another contractor's facility, our company would fall under the provisions of their emergency action plan and a copy of their plan would be posted at our job site.

Events may occur which dictate the evacuation of the facility such as fire, severe inclement weather, power failure, etc.. Additionally events may occur which dictate the need for emergency medical responders. These sets of events fall under our Emergency Action Plan and a multitude of objectives must be met.

The first and foremost objective is the safety of all our personnel. To achieve this level of safety, our plan is designed to get personnel away from danger, treat injury, and provide for a thorough and accurate accounting of all employees.

There may well be situations where certain employees, trained in first aid and/or fire fighting procedures, may prevent a small emergency situation from becoming a major disaster. In these types of situations, these employees, identified in this plan, will remain on the job site to perform the function for which they are trained provided they may perform these duties, in their judgment, in a safe manner. At no time will any employee put himself/herself at risk.

All personnel will receive training on our emergency action plan during initial safety training as well as when our plan changes or the employee's responsibilities change.

A copy of this plan will be posted at the job site and, like all safety materials, is readily available for review. Because all personnel have received training in this plan and because it is posted on the job site, it will not be communicated orally regardless of the number of employee present.

If appropriate, on a job site, this emergency action plan will posted with our emergency escape route diagram and emergency telephone numbers.

When working at a client's facility, our personnel will fall under the provisions of their emergency action plan.

All exits will be identified with a sign having the word "EXIT" plainly legible. Exit signs will be suitably illuminated. Doors, passageways, stairs, etc., which appear to be an exit but are not shall be identified by a sign that reads, for example: "Not an Exit".

Aisles and passageways shall be kept clear to provide a direct, easy egress from our facility.

It is important that the actual implementation of this plan be simple, direct, and carried out without confusion. Each employee must know how to alert

others, how to call for assistance, the location of fire extinguishers, the escape route, the rendezvous point (being accounted for so that others do not put themselves at risk looking for a person who has already reached safety), and specific tasks that may be required of specific personnel during emergency procedures.

Additionally, any employee who needs or wants more information on our Emergency Action Plan or their specific duties may contact the below person:

Program Administrator:

Phone Number: 714-649-2626

The following are standard operating procedures:

CALLING FOR EMERGENCY MEDICAL RESPONSE:

Should an injury occur that requires an emergency medical responder, the below listed actions will be taken in order given:

1. Call the emergency response number posted adjacent to this plan.
2. Call the Administrative Office at: _____.
 - a. Help will immediately be sent and a person will be designated to direct the emergency responders to the injured person.
 - b. If appropriate, Material Safety Data Sheets will be provided the emergency responders.
3. Provide any medical assistance you are trained and certified to do. Do not provide any medical assistance you are not trained to do.
4. The communication system to be used to ensure proper equipment for transportation of the injured person to a physician or hospital is calling on a cell phone posted emergency phone numbers.
5. If an employee must go to a medical facility for treatment, a member of management will accompany him/her.

ASSIGNED FIRST AID PROVIDERS:

NAME

[Note: If none, enter "None".]

REPORTING A FIRE OR OTHER EMERGENCY:

The phone number of the local fire department shall be posted with other emergency numbers.

If a fire should occur, all personnel and the local fire department will be notified. As in all emergency situations, per the American Trauma Society, people calling the fire department should:

- a. Remain calm.
- b. Speak clearly and slowly.
- c. Give the exact location.
- d. Describe the situation.
- e. Give the phone number from where you are calling.
- f. Do not hang up until told to do so.

FACILITY EVACUATION PLAN:
(FIRE/EXPLOSION/SEVERE WEATHER/MECHANICAL FAILURE, ETC.)

THE ORDER TO EVACUATE IS GIVEN BY:

(Example: Fire Bell; Three (3) Blasts of an Air Horn; Public Announcement, etc.)
(Note: A distinctive signal will be identified for each type of emergency notification)

TO ALERT OTHERS:

(Example: Activate alarm; notify main office, Ext No., etc.)

LOCATION OF FIRE EXTINGUISHERS, NEAREST LISTED FIRST:

_____ (Type)	_____ (Location)
_____ (Type)	_____ (Location)
_____ (Type)	_____ (Location)

RENDEZVOUS POINT:

(Example: Parking lot; by dumpster, etc.)

SPECIFIC HAZARDS TO BE AWARE OF:

(Example: List nearby hazardous chemicals. If none, enter "none")

EVACUATION ROUTE:

Map or schematic drawing of route will be posted.

**ROSTER OF PERSONNEL WITH SPECIFIC
DUTIES DURING AN EVACUATION**

<u>NAME</u>	<u>TITLE</u>	<u>DUTIES</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: Examples of specific duties: Deenergizing certain equipment or machinery; accounting for personnel at rendezvous point; manning fire extinguishers; directing emergency responders; on alert for First Aid delivery; rescue team member; etc. If none, enter: "None".

EMERGENCY RESCUE/MEDICAL DUTIES

Our employees are not to perform emergency rescue or emergency medical duties. These duties will be performed by personnel with expertise in these areas.

TRAINING:

Training and/or review of our emergency action plan will be accomplished upon initial assignment to a job, when an employee's responsibilities under the plan change, and when the plan, itself, is changed.

Additionally, certain persons will be given additional training in the safe and orderly evacuations of other employees. These persons will be essentially "competent persons" as their duties relate to the emergency action plan.

All employees must know how to safely get away from danger and to be properly accounted for.

FIRE PREVENTION PLAN

Fire Prevention deals not with handling a fire emergency, but rather preventing a fire in the first place.

To reduce the likelihood of a fire, personnel are to adhere to the following rules:

1. Smoking is allowed only in designated areas and smoking materials will be totally extinguished and placed in the appropriate receptacles.
2. All chemical products will be handled and stored in accordance with the procedures noted on their individual MSDS.
3. Heat producing equipment will be properly maintained and operated per the manufacturer's instructions to prevent accidental ignition of combustible materials.

4. Precautions will be taken when working with an open flame (such as welding) and those areas will be made fire safe by removing or protecting combustibles from ignition.
5. Combustible liquids must be stored in approved containers.
6. Chemical spills must be cleaned up immediately. This is particularly important for combustible and reactive liquids. Damaged chemical containers and cleanup materials must be properly disposed.
 [Note: Exercise care! Information on appropriate personal protective equipment; proper disposal; proper cleanup procedures; required ventilation, etc. is found on the product's MSDS.]
7. Combustible liquids and trash must be segregated and kept from ignition sources.
8. Keep clear access to fire hydrants as well as portable fire extinguishers.
9. Personnel will be notified by their Supervisor or the competent person of any unusual fire hazard conditions existing on a job site.
10. Good housekeeping, good housekeeping!

PORTABLE FIRE EXTINGUISHERS

All personnel will receive instruction on portable fire extinguishers to include general principles of use, the hazards involved in the incipient state of fire fighting, inspection, maintenance, and location. This training will be given prior to initial job assignment and, at least, annually thereafter.

- a. Fire extinguishers will be visually inspected monthly for general condition and adequate charge. They will be serviced and certified by qualified personnel at least annually.
- b. Portable fire extinguisher locations will be clearly identified and easily accessible.

Portable fire extinguishers will be distributed as indicated below:

<u>CLASS</u>	<u>DISTRIBUTION</u>	<u>NOTES</u>
A "A" on a green triangle	75 feet or less travel distance between the employee and the extinguisher	Use on wood, paper, trash.
B "B" on a red square	50 feet or less travel distance between hazard area and the employee	Use on flammable liquid, gas.
C "C" on a blue circle	Based on the appropriate pattern for the existing Class A or Class B hazards	Use on electrical fires.

D 75 feet or less travel distance Use on combustible metals.
"D"
on a yellow star between the combustible metal
working area and the extinguisher
or other containers of Class D
extinguishing agent.

Appropriate portable fire extinguishers will be used, as noted above. Supervisors will ensure that at least one extinguisher is on each floor of a project near the stairway.

Using the wrong fire extinguisher on some fires can actually spread the fire. Using a Type A extinguisher on an electrical fire, for example, could cause serious injury. When a fire occurs, it is imperative to use the proper extinguisher.

FIRE PROTECTION

The phone number of the local fire department shall be posted with other emergency numbers.

If a fire should occur, all personnel and the local fire department will be notified. As in all emergency situations, per the American Trauma Society, people calling the fire department should:

- a. Remain calm.
- b. Speak clearly and slowly.
- c. Give the exact location.
- d. Describe the situation.
- e. Give the phone number from where you are calling.
- f. Do not hang up until told to do so.

FIRST AID & FIRST AID KITS

Should a medical emergency occur, other than minor scrapes and bruises, and it is serious enough to call for professional medical assistance, the job site supervisor will ensure the Emergency Response Numbers [physicians/hospital/ambulance] are posted on the job site bulletin board and ensure the injured employee is safely and promptly, transported to professional medical care. The office will be notified as soon as the medical crises is resolved. The job site supervisor will ensure that in areas where 911 is not available, the telephone numbers of physicians, hospitals, or ambulances are conspicuously posted.

Before the first aid providers arrive, to the extent possible, clear the way so they can reach the injured employee in the most direct way possible.

If our employees are working at a location that is more than 3 or 4 minutes from medical assistance, we will utilize designated first aid providers who are trained and licensed in CPR/first aid and have completed training as required by our bloodborne pathogen program. A Red Cross trained first aid provider will be on all job sites. Other employees will not expose themselves to blood or other bodily fluids of other employees at any time.

Per California Standard Section 14300.7 (b)(5)(B), first aid is limited to:

1. Using a nonprescription medication at nonprescription strength (for medications available in both prescription and non-prescription form, a recommendation by a physician or other licensed health care professional to use a non-prescription medication at prescription strength is considered medical treatment for recordkeeping purposes);
2. Administering tetanus immunizations (other immunizations, such as Hepatitis B vaccine or rabies vaccine, are considered medical treatment);
3. Cleaning, flushing or soaking wounds on the surface of the skin;
4. Using wound coverings such as bandages, Band-Aids™, gauze pads, etc.; or using butterfly bandages or Steri-Strips™ (other wound closing devices such as sutures, staples, etc. are considered medical treatment);
5. Using hot or cold therapy;
6. Using any non-rigid means of support, such as elastic bandages, wraps, non-rigid back belts, etc. (devices with rigid stays or other systems designed to immobilize parts of the body are considered medical treatment for recordkeeping purposes);
7. Using temporary immobilization devices while transporting an accident victim (e.g., splints, slings, neck collars, backboards, etc.);
8. Drilling of a fingernail or toenail to relieve pressure, or draining fluid from a blister;
9. Using eye patches;
10. Removing foreign bodies from the eye using only irrigation or a cotton swab;
11. Removing splinters or foreign material from areas other than the eye by irrigation, tweezers, cotton swabs or other simple means;
12. Using finger guards;
13. Using massages (physical therapy or chiropractic treatment are considered medical treatment for recordkeeping purposes); or
14. Drinking fluids for relief of heat stress.

If an employee is injured and emergency responders have been called, stay calm and reassure the injured employee that help is coming.

Below is basic first aid for various common job site injuries. Mostly, it is what not to do.

MINOR BURNS

(Redness or blisters over a small area)

Flush with cold water; apply a sterile dressing.

Do not use butter on any burn.

Do not break open blisters.

MAJOR BURNS

(White or charred skin; blisters and redness over a large area; burns on face, hands, or genital area)

Cover with sterile dressing and seek medical attention promptly.

Do not apply salves, ointments or anything else.

Do not break blisters.

CHEMICAL BURNS

(Spilled liquid or dry chemical on skin)

Liquid - Flush with large amounts of water immediately
(keep water flow gentle).

Dry - Brush as much off as possible before flushing with water.

After flushing at least 5 minutes, cover with sterile dressing.

Seek medical attention promptly.

Do not use anything but water on burned area.

Do not break open blisters.

EYE - FOREIGN OBJECT

(Object visible; feeling of something in the eye)

Have patient pull upper eyelid over lower eyelid.

Run plain water over eye.

If object does not wash out, cover both eyes with a gauze dressing.

Seek medical attention promptly.

Do not rub the eye.

EYE - WOUNDS

(Wound on eyelid or eyeball; pain;
history of blow to eye area; discoloration)

Apply loose sterile dressing over both eyes.

Seek medical help immediately.

For bruising, cold compress or ice pack may relieve pain and reduce swelling.

Do not try to remove any embedded object.

Do not apply pressure to eye.

EYE - CHEMICAL BURN

(Chemical splashed or spilled in eye)

Flush immediately with water over open eye for at least 10 minutes (20 minutes if alkali). It may be necessary to hold patient's eyelid open.

NOTE: In work situations where a possibility of eye (or body) exposure to corrosive materials exists, suitable facilities for quick-drenching or flushing will be provided in the immediate work area.

Cover both eyes with sterile dressing.

Seek medical help immediately.

Do not put anything but water in eye.

HEAT EXHAUSTION

(Fatigue; weakness; profuse sweating; normal temperature;
pale clammy skin; headache; cramps; vomiting; fainting)

Remove from hot area.

Have victim lay down and raise feet.

Apply cool wet cloths.

Loosen or remove clothing.

Allow small sips of water if victim is not vomiting.

HEAT STROKE

(Dizziness; nausea; severe headache; hot dry skin;
confusion; collapse; delirium; coma and death)

Call for immediate medical assistance.

Remove victim from hot area.

Remove clothing.

Have victim lay down.

Cool the body (shower, cool wet cloths)

Do not give stimulants.

When dealing with any injury, stay calm and never do anything unless you know what you are doing.

First Aid Kits:

The first aid kit containers will be weather proof. Their contents will be checked before being sent to a job site and at least weekly thereafter by the job site assigned first aid provider.

First aid kits are worthless if not readily accessible. Therefore, they will not be locked up on job sites. They will be kept with the job site assigned first aid provider.

First aid kits will be replenished as items are used. Sterile items will be individually wrapped and sealed and used only once. Other items such as tape or scissors can be reused and should be kept clean. In the absence of plentiful amounts of clean water, eye flush will be available.

The number of first aid kits to be found on the job site should be:

<u>Number of Persons Assigned to Job Site</u>	<u>Minimum First Aid Supplies</u>
1 - 5	10 Package Kit
6 - 15	16 Package Kit
16 - 30	24 Package Kit

Basic minimum contents of a first aid, which will be checked by the job site supervisor before being sent out to a job and at least weekly, are individually sealed:

- 1 ea Absorbent compress, 32 sq. in.
- 16 ea Adhesive bandages, 1" X 3"
- 1 ea Adhesive tape, 5 yds.
- 10 ea Antiseptic, 0.14 fl. oz.
- 6 ea Burn treatment, 0.14 fl. oz.
- 2 pr Medical exam gloves
- 4 ea Sterile pads, 3" X 3"
- 1 ea Triangular bandage, 40" X 40 " X 56"

Depending on the job site, first aid supplies will generally include: adhesive bandages, bandage compresses, scissors and tweezers, triangular bandages, antiseptic soap or pads, eye dressing, and other items that a consulting physician may recommend. The main purpose of a bandage, the most commonly used item in a first aid kit, is not really to stop the bleeding, but to keep the wound clean.

The three most important things dealing with first aid kits are:

1. They must be readily accessible.
2. They must be appropriate for the job site work involved.
3. Personnel must know how to use the contents of the first aid kits.

Individual items within the kit that must be sterile must be wrapped and sealed until their one-time use. Other items such as tape or scissors can be reused and should be kept clean.

The supplies consumed in first aid kits can actually be used as a safety tool. For example, if a kit constantly needs replacement of bandages which have been used for minor cuts, there is an obvious problem that the cuts are happening in the first place. Actual trends can be established and corrective procedures initiated such as protective gloves or handling practices.

Improper medical treatment can be more dangerous than no treatment at all.

JOB HAZARD ANALYSIS **OSHA Booklet 3071 Job Hazard Analysis**

All employees will read the above OSHA Booklet 3071, Job Hazard Analysis and use the information contained therein to complete our Job Task Safety Analysis Forms which are located with our job site forms within our project manuals.

Using the above referenced booklet and other training materials, employees will be trained in the hazard identification process.

The formal process to identify potential hazards is as follows:

1. A Certificate of Workplace Hazard Assessment will be prepared, signed and dated, by the PPE Program Administrator, indicating that a hazard assessment of our job sites and methods of operations has been accomplished. This hazard assessment will focus on the need for PPE which can not be eliminated through engineering or administrative controls.
2. Because they have insight to the hazards involved, employees who actually perform job tasks will be included in job hazard analysis.
3. A review will be made of previous accidents and injuries as well as "near-misses" to determine if existing hazard controls are adequate or need improvement.
4. In discussion with employees, ideas to eliminate hazards will be discussed and formalized for inclusion on our job task safety analysis form which follows this page.
5. Hazards associated with various tasks will be ranked and prioritized with the jobs that possess hazards that present unacceptable risks, based on those most likely to occur and with the most severe consequences identified for first priority for analysis.

6. The job task safety analysis form will be completed for each task and, as a matter of course, hazard identification will be performed on all job tasks, both routine and non-routine, before actual work is performed. Hazard identification would be prepared for new processes, changes in operation, products or services, as applicable.

Through frequent and routine job site inspection, review of incidents [or lack thereof], and employee feedback, the above will insure that the identified hazards are mitigated. Should problems occur or a potential risk/hazard be discovered, work will stop until the job task hazard analysis form is adjusted to correct any deficiencies found.

The above review process will take place on all job tasks to ensure that new hazards were not created while eliminated others.

HAZARD IDENTIFICATION & RISK ASSESSMENT

Prior to work any on job, a hazard assessment will be made by the Safety Director or a designated competent person to determine potential hazards associated with the work to be done and the proper administrative controls, engineering controls, or PPE selection to negate the hazards.

Supervisors will conduct frequent and regular job site inspections using our job site checklists. Additionally, supervisors will be on alert for safety violations observed in the normal course of their work.

Safety violations will be documented following the enforcement procedures noted below. [See Enforcement.]

If all employees followed established Cal/OSHA compliance procedures to accomplish their job tasks, the probability of an accident would be minimal and, should an accident/incident occur, the probability of severity would be minimal.

For example, if an employee were working above six feet from a lower level and had had training in fall protection including a) the need to know where fall protection is required b) selection of fall protection systems which are appropriate for given situations, c) construction and installation of safety systems, d) supervision and inspection of employees, e) implementation of safe work procedures (including, for example, area clear of debris, dry, firm walking/working surface, etc.), and, f) training in selection, use, and maintenance of fall protection systems the probability of falling is minimal and if a fall started to occur, the guard rail system or the personal fall protection equipment would prevent contact with the lower level and the possibility of injury.

In spite of the above, a formal hazard identification and risk assessment process is in place to identify potential hazards. We will use area specific

analysis/inspections utilizing JSA's and JHA's which are valid only if all employees are actively involved in the process.

All employees must be actively involved in our formal hazardous identification process. All hazards identified will be reviewed by all employees concerned.

The hazard identification process will be used for routine and non-routine activities as well as new processes, changes in operation, products, or services as applicable.

Hazards will be classified and ranked based on severity of possible injury and probability that an accident will occur.

Our procedures are as follows:

The supervisor, working with employees who actually perform a task will use a worksheet for that task listing all components of the task. Working together, they will list all things that could go wrong resulting in an accident. Finally, specific steps will be developed to eliminate the probability of an accident. These steps will be transferred to our task analysis form which will be kept on the job site. An example is below:

Sample Individual Task Worksheet

Task:: Accessing a roof using a fixed Ladder		From Category Determination Matrix: LOW RISK
Job Steps	Hazards	Controls
<ol style="list-style-type: none"> 1. Getting ladder 2. Setting ladder against wall 3. Climbing ladder 4. Accessing roof 5. Reverse Process 	<ol style="list-style-type: none"> 1. Hurt back lifting ladder 2. Defective ladder breaks 3. Ladder sinks into ground 4. Ladder falls over 5. Employee falls off ladder. 6. Hurting back 	<ol style="list-style-type: none"> 1..Use proper lifting techniques 2. Inspect ladder before use 3. Set ladder on firm, solid, level foundation 4. Tie-off ladder, extend 3' above roof edge, ensure proper angle 5. Use 3-point climbing technique 6. Use proper lifting techniques

Severity Class:

- | | |
|------------------|--|
| 1 = Catastrophic | Death or long term hospitalization. |
| 2 = Critical | Requires short term hospitalization |
| 3 = Marginal | Clinic outpatient treatment |
| 4 = Negligible | First aid at job site and keep working |

Probability of an Accident

- 1 = Frequent
- 2 = Likely
- 3 = Occasional
- 4 = Seldom
- 5 = Unlikely

See Sample Form Below:

The below is extracted from Appendix 1 to OSHA 3071 Job Hazard Analysis, Hazard Control Measures

The order of precedence and effectiveness of hazard control is as follows:

1. Engineering controls.
2. Administrative controls.
3. Personal protective equipment.

Engineering controls include the following:

Elimination/minimization of the hazard – Designing the facility, equipment, or process to remove the hazard, or substituting processes, equipment, materials, or other factors to lessen the hazard;

Enclosure of the hazard using enclosed cabs, enclosures for noisy equipment, or other means;

Isolation of the hazard with interlocks, machine guards, blast shields, welding curtains, or other means; and

Removal or redirection of the hazard such as with local and exhaust ventilation.

Administrative controls include the following:

Written operating procedures, work permits, and safe work practices;

Exposure time limitations (used most commonly to control temperature extremes and ergonomic hazards);

Monitoring the use of highly hazardous materials;

Alarms, signs, and warnings;

Buddy system; and

Training.

Personal Protective Equipment – such as respirators, hearing protection, protective clothing, safety glasses, and hardhats – is acceptable as a control method in the following circumstances:

When engineering controls are not feasible or do not totally eliminate the hazard;

While engineering controls are being developed;

When safe work practices do not provide sufficient additional protection; and

During emergencies when engineering controls may not be feasible.

Use of one hazard control method over another higher in the control precedence may be appropriate for providing interim protection until the hazard is abated permanently. In reality, if the hazard cannot be eliminated entirely, the adopted control measures will likely be a combination of all three items instituted simultaneously.

By dedicated assignment, appropriate documentation of completion, and implementation of controls, the above methods and procedures ensure identified hazards are addressed and mitigated.

All employees will be trained in the hazard identification process including the use and care of proper PPE.

Part of our review process of all identified hazards and the corrective measures to eliminate them will be a concentrated effort to ensure that the corrective measures **do not create hazards** in and of themselves. This review process will involve the Safety Director and employees.

SANITATION

§1524. Water Supply.

§1526. Toilets at Construction Jobsites.

§1527. Washing Facilities, Food Handling, and Temporary Sleeping Quarters.

Potable Water:

From a safety standpoint, you must not neglect your need for potable (drinkable) fluids. Water is not only the most abundant of all compounds found on the earth, it is the most abundant part of you – actually about 65% of you is water.

On construction sites, exertion and heat dictate the need for plenty of water.

Potable water will be available on job sites. If portable containers are used, they will be clearly marked [Potable Water]; capable of being tightly closed; and equipped with a tap. These containers will be used for no other purpose than supplying drinking water. Non-reusable (single service) cups in a sanitary container will be provided drinking as well as a receptacle for disposing of used cups.

Additionally, sealed one-time use water bottles may be supplied. If these items are used, they are for individual use only and will be marked to identify the user. These bottles may not be shared. Where sealed one-time use water containers are supplied, a receptacle for disposing of the used containers shall be provided.

Employees are reminded of their need for adequate amounts of water.

Non-Potable Water:

Outlets of non-potable water should be clearly identified as such, through appropriate signage, and non-potable water may never be used for drinking, washing, or cooking.

Toilets:

A minimum of one separate toilet facility shall be provided for each 20 employees or fraction thereof of each sex. Such facilities may include both toilets and urinals provided that the number of toilets shall not be less than one half of the minimum required number of facilities.

Exception: Where there are less than 5 employees, separate toilet facilities for each sex are not required provided the toilet facilities can be locked from the inside and contain at least one toilet.

Under temporary field conditions, not less than one toilet shall be available. (Where the provision of water closets is not feasible due to the absence of a sanitary sewer or the lack of an adequate water supply, non-water carriage disposal facilities will be provided. Unless prohibited by applicable local regulations, these facilities may include privies (where their use will not contaminate either surface or underground waters), chemical toilets, recirculating toilets, or combustion toilets.

Toilet facilities shall be kept clean, maintained in good working order, designed and maintained in a manner which will assure privacy and provided with an adequate supply of toilet paper.

Washing Facilities:

Adequate washing facilities will be provided in near proximity to the worksite if employees are working with contaminants that may be harmful to their health such as paint, coatings, or other chemical products. Paper towels and cleansing agents will be provided.

Showers and change rooms will be dictated by specific standards dealing with specific toxic materials (i.e., lead; asbestos).

Eating and Drinking Areas:

No employee will be allowed to consume food or beverages in any area exposed to toxic material.

MANUAL LIFTING PROCEDURES

Prior to manual lifting, a hazard assessment will be performed using our hazard identification & risk assessment procedures.

This entails the supervisor, working with employees who actually will perform the lifting using a worksheet and listing all components of the task. Working together, they will list all things that could go wrong resulting in an accident or injury. Specific steps will be developed to eliminate the probability of an accident or injury. These steps will be transferred to our task analysis form which will be kept on the job site.

Things that could go wrong manually lifting an item could include, but not be limited to:

1. Item is too heavy.
2. Item is too bulky.
3. Item blocks line of sight.
4. Item can cut hands.
5. Surface is slippery.

The order of precedence and effectiveness of hazard control for manual lifting is as follows:

4. Engineering controls.
5. Administrative controls.
6. Personal protective equipment.

Supervisors will inspect and enforce the use of the above controls.

Engineering controls include the following use of mechanical devices such as:

1. Dollies.
2. Hand trucks.
3. Lift assist devices.
4. Jacks.
5. Carts.
6. Conveyors.
7. Lift tables.
8. Increasing the heat – muscles are less likely to cramp in warmer temperatures.

Administrative controls include the following use of mechanical devices such as:

1. Using two (2) persons to perform the lift.
2. Increasing the time between lifts.
3. Lifting training.

Personal Protective Equipment would include, but not be limited to:

1. Using gloves to address cuts, firm grip and warmth.
2. Appropriate steel toed footwear to address slips and items falling on feet
3. Eye protection to prevent items hitting eyes.
4. Back braces.

Ergonomics & Manual Lifting:

Correct Neutural Postures

Postures where the body is aligned and balanced, while sitting or standing. The head is kept upright and is not turned to either side more than about 30 degrees or tilted forward or backward more than about 15 degrees. When the worker is standing, the torso is not bent more than 10 to 20 degrees from the vertical position and the natural curves of the spine are maintained. The pelvis and shoulders should face straight ahead to avoid twisting the torso. The shoulders are relaxed and knees slightly bent. The arms hang normally at the side, with elbows close to the body. The elbows are not bent more than about 90 degrees and the palms face in toward each other and the center line of the body. The wrists are in line with the forearms and are not bent sideways, forward (towards the palm), or backward (towards the back of the hand.)

When lifting, every attempt should be made to not put stress on the body which is beyond the correct neutural posture.

Proper Lifting Techniques:

Musculoskeletal Injuries are often caused by the obvious – putting excessive strain on the lower back by lifting an object that is too heavy or awkward, or by bending and/or twisting while lifting.

However, lifting injuries are also caused by less obvious reasons:

- a. poor physical condition
- b. poor posture

- c. poor judgment (lifting, pulling, pushing an object that is obviously too heavy or awkward without seeking assistance or a mechanical lifting device.)

NOTE: Where the use of lifting equipment is impractical, two man lifts must be performed.

- d. lack of exercise
- e. excessive body weight

Training will be given in proper lifting techniques. Below are lifting techniques that will reduce the likelihood of injury:

- a. lift objects comfortably, not necessarily the quickest or easiest way.
- b. lift, push, and pull with your legs, not your arms or back.
- c. when changing direction while moving an object, turn with your feet, not by twisting at the waist.
- d. avoid lifting higher than your shoulder height.
- e. when standing while working, stand straight.
- f. when walking, maintain an erect posture; wear slip-resistant, supportive shoes.
- g. when carrying heavy objects, carry them close to the body and avoid carrying them in one hand.
- h. when heavy or bulky objects need to be moved, obtain help or use a mechanical aid such as a dolly, hand truck, forklift, etc..
- i. when stepping down from a height of more than eight inches, step down backwards, not forward.
- j. Lift heavy objects close to the body – avoid reaching out. The power zone for lifting is close to the body, between mid-thigh and mid-chest height. Comparable to the strike zone in baseball, this zone is where arms and back can lift the most with the least amount of effort.
- k. lift gradually and smoothly. Avoid jerky motions.
- l. maintain a clear line of vision.

Investigation of Injuries:

The Safety Director will investigate all injuries caused by improper lifting and, as part of that investigation, incorporate those findings into work procedures to preclude a recurrence.

Injuries will be recorded and reported in compliance with the California Recordkeeping Standard, Section 14300.

A concentrated effort will be made to ensure that the corrective measures **do not create hazards** in and of themselves.

To prevent injuries in the first place, supervisors will periodically evaluate our manual lifting techniques to assess the potential for and prevention of injuries.

As part of our risk assessment process, new operations will be evaluated to engineer our hazards before manual lifting is begun.

SLIPS, TRIPS & FALLS

Slips, trips, and falls are among the most common job site accidents and they are easily preventable. Below are some of the causes of slips, trips, and falls:

- a. running on the job site.
- b. engaging in horseplay.
- c. working off a ladder that is not firmly positioned.
- d. carrying an object that blocks line of vision.
- e. work boots not laced or buckled.
- f. working off a scaffold without safety rails.
- g. using ladders that have oil and grease on the rungs.
- h. not using a handrail on steps.
- i. messy work areas with debris strewn about.
- j. not paying attention to what one is doing.

This list can go on and on, but all the above are easily preventable by adherence to common safety procedures, common sense, and awareness of potential hazards on the job site.

DRUGS AND ALCOHOL

With the exception of over the counter drugs such as aspirin or drugs prescribed by a physician, there shall be no drugs or alcohol on any job site. Alcohol and drug abuse cause an unacceptable level of safety hazard not only for the offending employee, but for others in the vicinity. Those found to be under the influence of drugs and/or alcohol will be immediately removed from the job site by the competent person and further disciplinary action will be taken by the Safety Director.

Employees taking prescription medication that reduces motor skills should report this to their supervisor for appropriate work assignment.

Chemical dependency is a devastating problem for not only the employee, but also the employee's family and co-workers. For obvious safety reasons, it cannot be tolerated in the workplace. Those with such a problem should seek professional help. The Safety Director will assist any employee in finding appropriate treatment should they voluntarily come forward.

SMOKING

There shall be no smoking except in designated smoking areas. Under no circumstances will there be smoking during refueling of vehicles or within 50 feet of flammable materials.

INCIDENT INVESTIGATION AND REPORTING

Apparently simple accidents may actually be caused by many complex reasons. Example: a worker is using a claw hammer on a scaffold plank more than six feet above the ground. The hammer head breaks off, slides off the scaffold surface, and strikes a worker standing below who is not wearing a hard hat. Why did this accident happen? How can it be prevented? With just the facts presented, the fault would seem to rest with the worker who was struck by the falling object. Accident investigation may reveal other contributing factors by answering questions like:

- a. Were hard hats required on the project, were they available, and was this policy enforced by the supervisors?
- b. Were precautions taken to prevent objects from falling from above, such toeboards?
- c. Did the worker inspect his hammer before use? Was he driving nails -- the job for which a claw hammer is designed -- or pounding metal beams?
- d. Why was the worker directly under the scaffold? Was he authorized to be there? Had a control zone been established? What was he doing when he was hit?

After determining the cause of the above accident, steps can be taken to prevent a reoccurrence. Near-miss mishaps, events which result in no injury or damage, should be investigated because even though the outcomes are different, the causes are the same.

The main purpose of incident investigation is to prevent the same type of incident from reoccurring. An incident investigation will begin immediately after the medical crisis is resolved. The competent person/supervisor on the job site will complete an Incident Investigation Form as soon as feasible. The five questions that must be answered are: Who? What? When? Where? and most importantly, Why did the accident happen?

If the accident is severe, all personnel are authorized to call 911 and/or access a first responder per our posted job site emergency phone lists.

All accidents, incidents, and **near-miss incidents** will be reported immediately to the supervisor who, in turn, will report this information to the Safety Director.

The Safety Director will ensure that the company for whom we are working is informed of the accident, incident, or near-miss incident as soon as feasible, but no later than 24 hours. Incidents would include, but not be limited to:

- a. injuries
- b. spills
- c. property damage
- d. fires
- e. explosions
- f. vehicle damage

Immediately after medical concerns are addressed, all accidents, incidents and near-miss incidents will be investigated.

Catastrophic Reporting Requirements:

Within eight (8) hours after the death of any employee from a work-related incident or the in-patient hospitalization of three (3) or more employees as a result of a work-related incident, either in person or by telephone, the OSHA Area Office nearest to the site of the incident will be notified. Phone Numbers of nearest Cal/OSHA District Offices, **[CLICK HERE](#)**.

Incident Investigation:

The Safety Director is responsible for investigating all incidents. An investigating team will be established and individual members will be given training in their individual responsibilities and incident investigation techniques prior to the occurrence of an incident.

Initial training will be given when assigned to the team and refresher training will be given as needed, but at least bi-annually.

Training will include:

- a. Initial identification/assessment of evidence.
 - 1 As appropriate, a listing of people, equipment, and materials involved and a recording of environmental factors such as weather, illumination, temperature, noise, ventilation, etc. will be gathered.

- b. Collection, preservation, and security of evidence.
 1. Using notes, photographs, witness statements, flagging, and impounding of documents and equipment, evidence will be collected, preserved, and secured.
- c. Collection of witness interviews and statements.
 1. The importance of gathering unbiased statements and the possible need for follow-up interviews will be emphasized.
- d. Preparation, and preservation, of the written incident report.
 1. The written incident report will be prepared using the incident report form which would include a detailed narrative statement of the events leading to the incident. The format of the narrative report may include an introduction, methodology and a summary of the incident; the investigation board members names, narrative of the event, findings and recommendations. Photographs, witness statements, drawing, etc. would also be included.
- e. Using investigative skills to identify corrective actions, assigning responsibilities for corrective actions, and tracking corrective actions to closure.

An investigative kit will be prepared that contains:

1. Incident Investigation Forms
2. Witness Statement Forms
3. Pens, paper, rulers
4. Barricade tape
5. Camera
6. Small hand tools
7. Marking devices such as flags
8. Tape Recorder
9. Equipment Manuals and Standards

Per our Bloodborne Pathogen Program, all first aid responders will be qualified and certified and First Aid and CPR.

Per our Emergency Action Plan, persons will be identified, in the event of a major emergency to perform certain tasks to ensure the safety of our personnel as well as the integrity of equipment, facilities, and materials to prevent further loss after immediate rescue has occurred. For example, maintenance personnel should be summoned to assess integrity of buildings and equipment, engineering personnel to evaluate the need for

bracing of structures, and special requirements such as safe rendering of hazardous materials or explosives will be employed.

At the conclusion of any accident investigation, a meeting will be held with all team members to review the process and entertain suggestions for improvement. Training will include, but not be limited to, investigation procedures, preserving of evidence, taking appropriate photos of accident scenes, first responder actions and results, witness statements, and use of investigative supplies.

While all accidents must be investigated, the degree to which they are investigated must be commensurate with the level of severity of the incident using a root cause analysis process.

Root cause analysis, in the example on page 1, is a methodology for finding and correcting the most important reasons for the accident. Utilizing scaffolding competent persons and other experts, the root cause may turn out to be lack of scaffold training with emphasis on scaffold erection. Had toeboards been installed, the accident would not have happened and, with enhanced training, future accidents could be avoided.

This answer is different than the obvious conclusion that the accident was caused by the hammer head breaking off and hitting the employee.

Accidents with a high degree of severity certainly need more investigative time and effort than, for example, a minor bruise.

After all is said and done, one of the main purposes of incident investigation is to prevent a reoccurrence particularly in the performance of similar type operations. It is important to communicate to all employees the lessons learned from an incident investigation and make sure they understand the existing or improved policies and/or procedures established as a result of the incident investigations.

POSTINGS

On every job site there will be a prominently displayed bulletin board or area for postings. Every employee must be aware of this policy. Certain postings are required as a matter of law in all cases and other postings are required depending on circumstances and types of work being done.

In all cases, the below must be posted on the job site to meet California Labor Code and Title 8, California Code of Regulations, requirements.

- a. Our Code of Safe Practices.
- b. Safety and Health Protection on the Job.
- c. During the period from 1 February through to April 30, Cal/OSHA Form 300A, Annual Summary of Work-Related Injuries and Illnesses, must

be posted for work-related injuries and illnesses which have occurred during the previous year.

- d. Emergency Phone Numbers.
- e. Industrial Welfare Commission Wage Orders.
- f. Payday Notice.
- g. Notice to Employees – Injuries Caused by Work.
- h. Notice of Workers' Compensation Carrier and Coverage.
Note: Obtained for Insurance Carrier
- i. Whistleblower Protections.
 - 1. If employees are working with hazardous/toxic substances, the following must be posted:
 - Access to Medical Exposure Records – English.
 - Access to Medical Exposure Records – Spanish.
 - 2. If employees are using industrial trucks, the following must be posted:
 - Operating Rules for Industrial Trucks – English
 - Operating Rules for Industrial Trucks – Spanish

Additional postings required by other California agencies may be obtained at the following link: **Additional Postings**

If appropriate, the following must be posted:

- a. Cal/OSHA citations.
- b. Notice of informal hearing conference.
- c. Names and location of assigned first aid providers.
- d. Air or wipe sampling results.
- e. Emergency action plan.

RECORDKEEPING: INJURIES & ILLNESSES

California Recordkeeping Standard, Section 14300.

As a matter of law, all employers with 11 or more employees at any one time in the previous year must maintain Cal/OSHA Form 300, *Log of Work-Related Injuries and Illnesses*, Cal/OSHA Form 301, *Injury and Illness Incident Report*, and OSHA Form 300A, *Summary of Work-Related Injuries and Illnesses*.

Cal/OSHA Forms 300 and 301 are used to record and classify occupational injuries and illnesses. The information on the Cal/OSHA Form 300 related to employee health and must be used in a manner that protects the

confidentiality of the employees to the extent possible. Recordable injuries and illnesses must be entered on Cal/OSHA Forms 300 and 301 within seven (7) days of receiving information that a recordable injury or illness has occurred.

Retention of Forms:

Old Cal/OSHA Forms 101 and 200 as well as Cal/OSHA Forms 300 and 301 will be retained for five years following the year to which they relate.

Items to be recorded on Cal/OSHA Forms 300, 300A and 301:

Work related injuries and illnesses and fatalities are to be recorded using the criteria found in Recording Criteria, 14300.4.

Injuries and illnesses must be recorded if they result in death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, loss of consciousness, or if the injury or illness involves a significant injury diagnosed by a physician or licensed health care professional even if it does not meet the forgoing conditions.

Note: First aid (which is not reportable) is defined in General Recording Criteria, 14300.7.

Employee Involvement:

As a matter of policy, all work-related accidents and injuries are to be immediately reported to the competent person/supervisor on a job site who will complete an accident investigation form. This will be forwarded to the Safety Director who will extrapolate appropriate information for completion of the OSHA Form 300.

Catastrophic Reporting Requirements:

Any serious injury, illness, or death of an employee [occurring in a place of employment or in connection with any employment] will be reported immediately by telephone or telegraph to the nearest District Office of the Division of Occupational Safety and Health.

Definition of immediately: as soon as practically possible but not longer than 8 hours after the employer knows or with diligent inquiry would have known of the death or serious injury or illness.

Location of Cal/OSHA Forms 300 and 301:

As a general rule, the Cal/OSHA Forms 300 and 301 will be maintained in our main office. However, in the event that a project is to last more than one year, that job site will be considered a fixed establishment and maintain its own Cal/OSHA Forms 300 and 301.

SAFETY MEETINGS

Scheduled, at least weekly, safety meetings provide an opportunity for reinforcing the importance of general safety as well as specific work related procedures applicable to the work at hand. Properly prepared safety meetings will focus on one or two topics and be direct and to the point. All safety questions will be addressed and interactive participation is encouraged. All employees are required to attend these documented safety meetings.

ACCESS TO EMPLOYEE MEDICAL RECORDS & EXPOSURE RECORDS

All employee exposure records and medical records are under the control of our Safety Program Administrator.

Exposure records must be retained for 30 years.

Medical records must be retained for the duration of employment plus 30 years.

Our Safety Program Administrator is:

An employee's medical record means "a record concerning the health status of an employee which is made or maintained by a physician, nurse, or other health care personnel, or technician".

This would include:

- a. medical and employment questionnaires or histories (including job description and occupational exposures),
- b. the results of medical examinations (pre-employment, pre-assignment, periodic, or episodic) and laboratory tests (including chest and other X-ray examinations taken for the purpose of establishing a base-line or detecting occupational illnesses and all biological monitoring not defined as an "employee exposure record".
- c. medical opinions, diagnoses, progress notes, and recommendations.
- d. First aid records.
- e. descriptions of treatments and prescriptions.
- f. employee medical complaints.

Note: An employee's medical record does not include:

- a. **physical specimens (e.g., blood or urine samples) which are routinely discarded as a part of normal medical practice, or**
- b. **records concerning health insurance claims if maintained separately from the employer's medical program and its records, and not**

accessible to the employer by employee name or other direct personal identifier (e.g., social security number, payroll number, etc.).

- c. records created solely in preparation for litigation which are privileged from discovery under the applicable rules of procedure or evidence.**
- d. records concerning voluntary employee assistance programs (alcohol, drug abuse, or personal counseling programs) if maintained separately from the employer's medical program and its records.**

An employee's employee exposure record means a record containing any of the following kinds of information:

- a. environmental (workplace) monitoring or measuring of a toxic substance or harmful physical agent, including personal, area, grab, wipe, or other form of sampling, as well as related collection and analytical methodologies, calculations, and other background data relevant to interpretation of the results obtained.**
- b. biological monitoring results which directly assess the absorption of a toxic substance or harmful physical agent by body systems (e.g., the level of a chemical in the blood, urine, breath, hair, fingernails, etc.) but not including results which assess the biological effect of a substance or agent or which assess an employee's use of alcohol or drugs.**
- c. material safety data sheets indicating that the material may pose a hazard to human health.**
- d. in the absence of the above, a chemical inventory or any other record which reveals where and when used and the identity (e.g., chemical, common, or trade name) of a toxic substance or harmful physical agent.**
- e. Objective Data for Exemption from Requirement for Initial Monitoring.**

Employee Information

Upon first entering into employment, and at least annually thereafter, each employee will be informed of the following:

- a. The existence, location, and availability of any records covered by 8 CCR Sec. 3204.**
- b. The person responsible for maintaining and providing access to records (the Safety Director).**
- c. the employee's rights of access to his/her records.**

Informational materials concerning access to medical records received from or provided by the Assistant Secretary of Labor for Occupational

Access to Records

Employees or their designated representatives will have access to their medical or exposure records within 15 working days of their request or, if this is not possible, the Safety Director will provide, within 15 working days, the reason for the delay and provide a best estimate of when the records will be available.

Copies of employee medical or exposure records will be provided in a reasonable time, place, and manner and **at no cost to the employee.**

Upon request, the Safety Director will provide access to representatives of the Assistant Secretary of Labor for Occupational Safety and Health employee exposure and medical records and to analyses using exposure or medical records.

Analysis Using Medical or Exposure Records

"Analysis using exposure or medical records" means any compilation of data or any statistical study based at least in part on information collected from individual employee exposure or medical records or information collected from health insurance claims records, provided that either the analysis has been reported to the employer or no further work is currently being done by the person responsible for preparing the analysis.

Before access is granted to an analysis using medical or exposure records, all personal identifiers must be removed that could reasonably directly identify the employee. Identifiers would include: name, SSN, address, etc.. Identifiers that could indirectly identify the employee will also be removed. These would include date of hire, sex, job title, etc..

Confidentiality

Nothing in the OSHA standards is intended to affect existing legal and ethical obligations concerning the maintenance and confidentiality of employee medical information, the duty to disclose information to a patient/employee or any other aspect of the medical-care relationship, or affect existing legal obligations concerning the protection of trade secret information.

Transfer of records

Should we cease to do business, the successor employer shall receive and retain all the above medical and exposure records.

Should we cease to do business and there is no successor employer to receive and retain the above medical and exposure records, they shall be transmitted to the Director of the National Institute of Occupational Safety and Health.

At the expiration of the retention period for the above medical records, we will notify the Director at least 3 months prior to the disposal of such records and shall transmit those records to the Director if he requests them within that period.

ENFORCEMENT

It is expected that all employees will abide by our safety rules and guidelines not only to protect themselves, but also to protect their fellow workers from harm. Should a *safety violation occur, the following steps will be taken by the employee's immediate supervisor:

***Note: Examples of what constitutes a safety violation includes, but is not limited to, failure to follow verbal or written safety procedures/guidelines/rules, failure to wear selected PPE, horse play, abuse of equipment, etc..**

- a. **Minor Safety Violations:** Violations which would not reasonably be expected to result in serious injury.
 1. The hazardous situation will be corrected.
 2. The employee will be informed of the correct procedures to follow and the supervisor will ensure that these procedures are understood.
 3. The supervisor will make a written report of the occurrence using our Enforcement Documentation Form and inform the employee that this documentation will be forwarded to the Safety Director for a retention period of one year.
 4. A repeat occurrence of the same minor safety violation is considered substantially more serious than the first.

- b. **Major Safety Violations:** Violations which would reasonably be expected to result in serious injury or death.
 1. The hazardous situation will be corrected.
 2. The employee will be informed of the correct procedures to follow and will impress upon the individual the severity of the violation and the likely consequences should this type of violation be repeated. The supervisor will ensure that the individual understands the correct procedures and will be cautioned that a reoccurrence could result in disciplinary action up to and including discharge.
 3. The supervisor will make a written report of the occurrence using our Enforcement Documentation Form and inform the employee that this documentation will be forwarded to the Safety Director for a retention period of one year.

c. **Willful Major Safety Violations:** Intentional violation of a safety rule which would reasonably be expected to result in serious injury to the employee or a fellow worker.

1. The hazardous situation will be corrected.
2. The employee will be removed from the job site, the event will be documented and forwarded to the Safety Director, and the employee will be discharged.

Employees are to understand that the primary purpose of documenting safety violations is to ensure that the important business of employee safety is taken seriously and that the potential for injury is reduced to the lowest possible level.

As part of our supervisory commitment to safety, management personnel will conduct frequent and random physical job site inspections using our inspection checklists found in Section IV of this program. Violations showing an overall lack of commitment to company safety goals will result in enforcement actions listed below.

Schedule of Enforcement Actions for Violations within a 1 Year Period

Minor Violation

Offense	Action	Repeat of Same Offense	Action
1st	Written Notice	1st	1 Day Off
2nd	Written Notice	2nd	3 Days Off
3rd	1 Day Off	3rd	Dismissal
4th	2 Days Off		
5th	3 Days Off		
6th	Dismissal		

Major Violation

Offense	Action	Repeat of Same Offense	Action
1st	Written Notice	1st	4 Days Off
2nd	2 Days Off	2nd	Dismissal
3rd	4 Days Off		
4th	Dismissal		

Section 1.3.1 A - References

1.

Project Name: Furnish & Install Shade Shelters Group 1A & 1B

Location: 9 Various School Sites

Owner: San Diego Unified School District: 4100 Normal Street, San Diego, CA 92103

Owner Contact: Jim LeBeau: 858-361-7503 / jlebeau1@sandi.net

Architect or Engineering Firm: Platt/Whitelaw Architects, Inc.

Architect or Engineer Contact: Tom Fowler: 619-546-4326 ext. 108 /
tfowler@plattwhitelaw.com

Construction Manager: Jim LeBeau: 858-361-7503 / jlebeau1@sandi.net

Description of Project, Scope of Work Performed: Furnish and install shade shelters.

Total Value of Construction (including change orders): \$894,205.00

2.

Project Name: Elementary School Shade Structure Project @ 15 School Sites

Location: 15 School Sites within Palm Springs Unified School District

Owner: Palm Springs Unified School District: 150 District Center Drive, Palm Springs, CA 92264

Owner Contact: Kent Hems: 760-883-2710 / khems@psusd.us

Architect or Engineering Firm: PBK Architects

Architect or Engineer Contact: Marco Eacrett: 909-937-9200 / Marco.Eacrett@pbk.com

Construction Manager: Kent Hems: 760-883-2710 / khems@psusd.us

Description of Project, Scope of Work Performed: Installation of Shade Structures.

Total Value of Construction (including change orders): \$1,243,807.00

3.

Project Name: New Play Structures for ECE at Various School Sites

Location: 5 School Sites with in Palmdale School District

Owner: Palmdale School District: 39139 North 10th Street East, Palmdale, CA

Owner Contact: Steve Colombero: 661-949-0771 / scolombero@flewelling-moody.com

Architect or Engineering Firm: Flewelling & Moody

Architect or Engineer Contact: Steve Colombero: 661-949-0771 / scolombero@flewelling-moody.com

Construction Manager: Steve Colombero: 661-949-0771 / scolombero@flewelling-moody.com

Description of Project, Scope of Work Performed: New Play Structures for ECE at Various School Sites project including Shade Structures.

Total Value of Construction (including change orders): \$223,620.00



California Office
1085 N. Main Street, Suite C
Orange, CA 92867

Required With-Bid Submittals at time of Bid

Project Name: Stanton Central Park Shade Structure Installation

Per Specifications 13 31 23 – Section 1.3.1:

- 1.** Please find proof of reference sites engineered to CBC Specifications:
60' x 60' 4-Posted Hip – Los Alamos Sports Park, Murrieta CA
60' Hexagon – Los Alamos Sports Park, Murrieta CA
40' x 40' Multilevel/layer – MacCambridge Park, Burbank CA
20'x 36'Flat Truss Cantilever with 20' projection – Delano Fields - Los Angeles, CA

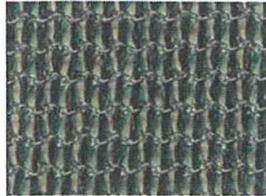
- 2.** Please find attached fabric samples and Powder Coat chart to demonstrate fabric color and powder coat color range. In addition, find letter of authorization from fabric manufacturer for use of fabric.

- 3.** Quality Assurance Items:
 - 3 Reference Sites:
 - Cameron Park – Cameron Park, CA – 2006
 - Cedar Park – Brentwood, CA – 2005
 - Los Alamos Sports Park – Murrieta, CA – 2006
 - Please find attached documentation of proof of Liability Insurance and Umbrella Insurance
 - Please find attached documentation of proof of current CA Contractors License
 - Please find attached proof of City of Los Angeles Approved Fabricator License
 - Proof of minimum \$6,000,000 bonding capacity with an A-Class Certified Surety
 - Please find attached documentation of proof of IAS (International Accreditation Service) certification
 - Please find attached documentation of proof of Annual Maintenance Inspection Program
 - Please find attached documentation of proof of Corporate Injury & Illness Prevention and Safety Program

COLOURSHADE® FR FABRIC



BLUE
SHADE 80%
UV 85%



GREEN
SHADE 80%
UV 85%



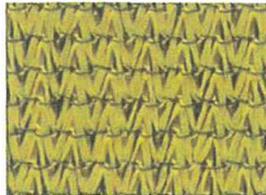
RED
SHADE 80%
UV 86%



TERRACOTTA
SHADE 75%
UV 82%



DESERT SAND
SHADE 80%
UV 92%



YELLOW
SHADE 80%
UV 89%



SILVER
SHADE 80%
UV 81%

Colourshade® fabrics carry a 10 year limited manufacturers warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of the Red fabric which carries a 3 year limited warranty.



USASHADE
& Fabric Structures®

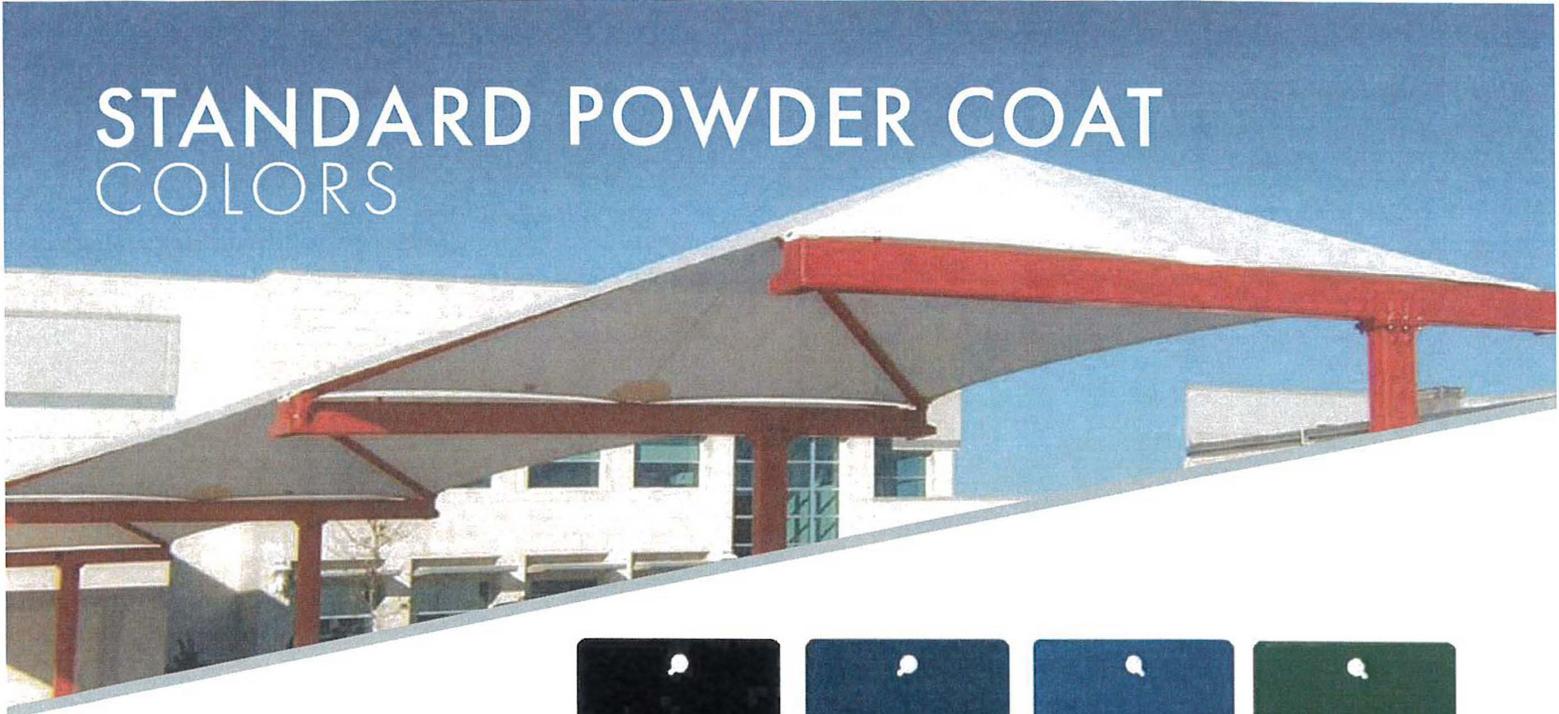
www.usa-shade.com

Corporate Headquarters
DFW International Commerce Park
2580 Esters Blvd, Suite 100
DFW Airport, Texas 75261
PH: 214.905.9500
TF: 800.966.5005

West Coast Office
PH: 714.427.6981

Southeast Office
PH: 214.905.9500

STANDARD POWDER COAT COLORS



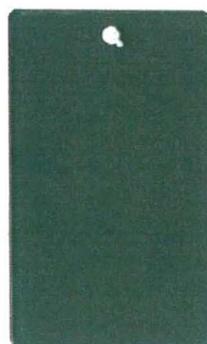
BLACK
115618BLK



COBALT
115618CBB



BLUE
1156BBLU



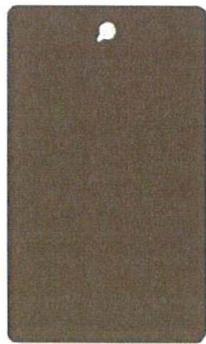
FOREST GREEN
115618FRG



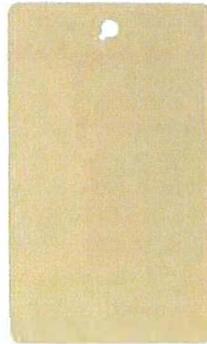
RED
115618RED



YELLOW
115618YLW



DARK BROWN
115618DBW



LIGHT IVORY
115893



WHITE
115618WHT



TELE-GRAY
115892

Powder coating provides maximum adhesion, UV protection and fade resistance. Available in a wide range of colors, this coating has higher surface hardness/scratch resistance than common liquid paints.

Powder coat colors may vary slightly based on the media of which flyer is printed out on or distributed as PDF.



USASHADE
& Fabric Structures[®]

www.usa-shade.com

Corporate Headquarters
DFW International Commerce Park
2580 Esters Blvd, Suite 100
DFW Airport, Texas 75261
PH: 214.905.9500
TF: 800.966.5005

West Coast Office
PH: 714.427.6981

Southeast Office
PH: 214.905.9500

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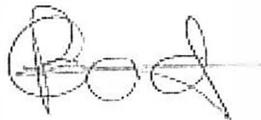
A Division of Multiknit (Pty) Ltd
Registration No. 2005/001840/07
VAT Registration No. 4460230123
5 Theo Kleynhans Street, White River 1240, South Africa
P.O. Box 798, White River, 1240, South Africa
Tel: 27 13 751-3376
Fax: 27 13 751-3221
E-mail: exports@multiknit.co.za
Web address: www.multiknit.com

30 October 2008

TO WHOM IT MAY CONCERN

USA Shade and Fabric Structures is an authorised distributor and fabricator of Multiknit fabrics, also known as Shadesure® and Colourshade®, in the United States. As such, they are authorised to market, specify, procure, fabricate and install our products in the Shade business industry.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Robin Card". The signature is stylized and cursive, with a horizontal line extending from the end of the name.

Robin Card
Export Sales Executive



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/08/2022

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 have ADDITIONAL INSURED provisions or 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 Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Shade Structures, Inc. DBA USA SHADE & FABRIC STRUCTURES 2580 Esters Blvd., Suite 100 DFW Airport, TX 75261 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Pennsylvania Manufacturers' Assoc Ins Co 12262	
	INSURER B: James River Insurance Company 12203	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570095952931** **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU not excl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			000959653	10/01/2022	10/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			152200 0652321B	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Collision Deductible \$1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			000860434 Excess Liability SIR applies per policy terms & conditions	10/01/2022	10/01/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2022750652321	10/01/2022	10/01/2023	<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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Endorsements attached are applicable only when required by contract. The general Liability (Ongoing & Completed Operations) & Auto Policies include a blanket additional insured endorsement that provides this feature only when there is a written contract with the named insured that requires such status. The general Liability, Auto and workers' compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract with the named insured that requires such status. The per location aggregate is subject to a policy cap of \$10,000,000. Insurance is primary and non-contributory. Umbrella policy is follow form.

CERTIFICATE HOLDER Shade Structures, Inc. dba USA Shade & Fabric Structures 2580 Esters Blvd, Suite 100 DFW Airport TX 75261 USA	CANCELLATION 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
---	--

Holder Identifier :

Certificate No : 570095952931





CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **989458** Entity **CORP.**

Business Name **SHADE STRUCTURES INC DBA USA
SHADE & FABRIC STRUCTURES**

Classification(s) **B**

Expiration Date **12/31/2023**

www.cslb.ca.gov





940 West Port Plaza
St. Louis, MO 63146

Commercial Surety
Travelers Bond
Phone: (314) 579-8306
Fax: (888) 400-6771

2/2/2022

**Re: SHADE STRUCTURES, INC. DBA USA SHADE & FABRIC STRUCTURES
Surety Company Reference**

To Whom It May Concern:

We are providing this information at the request of SHADE STRUCTURES, INC. DBA USA SHADE & FABRIC STRUCTURES. Travelers has had a surety relationship with SHADE STRUCTURES, INC. DBA USA SHADE & FABRIC STRUCTURES dating back to 1995. We have supported SHADE STRUCTURES, INC. DBA USA SHADE & FABRIC STRUCTURES on projects with a single limit in excess of \$5,000,000 and extended aggregate surety credit valued at \$25 million. Current available surety capacity is in excess of \$10,000,000.

We continue to be confident in this principal's ability to perform and we recommend them for your favorable consideration. Travelers has not been required to perform under a labor and material payment bond or performance bond for the referenced company. Travelers Casualty and Surety Company of America is rated A++ by A.M. Best .

Please note that the decision to issue any performance and payment bonds for the above mentioned client is a matter between SHADE STRUCTURES, INC. DBA USA SHADE & FABRIC STRUCTURES and Travelers Casualty and Surety Company of America and will be subject to our standard underwriting at the time of the final bond request, this includes the review of the bond form, contract terms and our other normal underwriting criteria. We assume no liability to third parties or to you if for any reason we do not execute said bonds.

If you have any questions or need any additional information, please do not hesitate to contact me.

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

Jennifer Williams, Attorney-In-Fact

Aon Risk Services Central, Inc., Aon Construction Services Group
Agent Contact Information:

Eric D. Sauer | Surety
Aon Construction Services Group
4220 Duncan Avenue, Suite 401 | St. Louis, MO 63110
t: +1.314.854.0748 | m: +1.314.283.5769 | f: +1.314.719.5126
eric.sauer@aon.com | aon.com

Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Financial Size Category XV (2 Billion or greater).

A.M. Best's rating of A++ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of Nov. 4, 2021, are used with permission, and are subject to changes by the rating services. For the latest rating, access ambest.com.



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jennifer Williams** of **ST LOUIS**, Missouri, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **2nd** day of **February**, **2022**



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



CERTIFICATE OF ACCREDITATION

This is to attest that

SHADE STRUCTURES, INC.

2580 ESTERS BOULEVARD, SUITE 100
DFW AIRPORT, TEXAS 75261, U.S.A.

Fabricator Inspection Program FA-428

has met the requirements of AC172, *IAS Accreditation Criteria for Fabricator Inspection Programs for Structural Steel*, and its in-plant inspection program for structural steel fabrication is in compliance with Section 1704.2.5.1 of the 2015 and 2018 *International Building Code*®, Section 1704.2.5.2 of the 2012 *International Building Code*®, and Section 1704.2.2 of earlier code editions. Periodic plant inspections are conducted by Architectural Testing, Inc. (AA-676) to monitor compliance with the requirements of AC172.

This certificate is valid up to September 1, 2024



A handwritten signature in black ink, reading "Raj Nathan".

President



USA Headquarters
 DFW International Commerce Park
 2580 Esters Blvd., Suite 100
 DFW Airport, TX 75261
FedEx and UPS Shipments

Mailing Address
 P.O. Box 3467
 Coppell, TX 75019
US Postal Service

OPERATION & MAINTENANCE MANUAL

This manual contains the following information.

WARRANTY CLAIMS	1
TOOLS AND SUPPLIES	2
MINOR REPAIR/MAINTENANCE FOR POWDER COAT	3
MAJOR REPAIR/MAINTENANCE FOR POWDER COAT	3
MINOR REPAIRS TO GALVANIZED STEEL	5
APPEARANCE OF GALVANIZED STEEL	6
PERSONAL PROTECTION & FIRST AID	6
PVC FABRIC MAINTENANCE	6
MINOR HDPE FABRIC REPAIR	7
HDPE FABRIC MAINTENANCE	7

WARRANTY CLAIMS

If you require information or assistance in preparing a claim covered by our warranty, please advise us immediately.

FedEx and UPS Deliveries:
 USA SHADE
 Claims Department
 DFW International Commerce Park
 2580 Esters Blvd., Suite 100
 DFW Airport, TX 75261

US Postal Service Mail:
 USA SHADE
 Claims Department
 P.O. Box 3467
 Coppell, TX 75019

800.966.5005
 info@usa-shade.com

****PLEASE NOTE:** This document provides proof of USA SHADE'S O&M Manual. If you require the complete manual, please contact your sales representative.**



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& Fabric Structures

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DFW Airport, TX 75261
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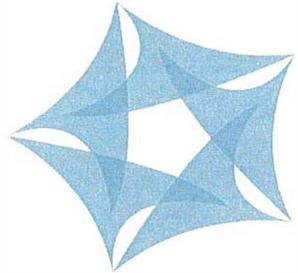
Mailing Address
P.O. Box 3467
Coppell, TX 75019
US Postal Service

INJURY & ILLNESS PREVENTION PROGRAM

(Includes Safety Program & JHA)

****PLEASE NOTE:** This document provides proof of USA SHADE'S Injury & Illness Prevention Program. If you require the complete manual, please contact your sales representative**

Revised: October 12, 2020



USASHADE
& Fabric Structures®

USA Shade Safety & Health Program

****PLEASE NOTE: This document provides proof of USA SHADE's Safety & Health program. If you require the complete manual, please contact your sales representative****

REV. 10/2019

USA Shade & Fabric Structures disclose proprietary information that is copyright registered. Please hold these safety documents in confidence and do not share them with other organizations, even if you do not charge a fee. Type the abstract of the document here. The abstract is typically a short summary of the contents of the document. Type the abstract of the document here. The abstract is typically a short summary of the contents of the document

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 28, 2023

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE CERRITOS AVENUE RESURFACING PROJECT AND APPROPRIATION OF FUNDS

REPORT IN BRIEF:

Seven bids for the Cerritos Avenue Resurfacing Project were opened on October 31, 2023. Based on the post-bid analysis of the bids received, staff has determined the bid submitted by Hardy & Harper, Inc. to be the lowest responsible and responsive bid at \$854,000.

Including construction costs, a 10% contingency, and inspection costs, the total project is estimated at \$960,000. The current project budget is \$930,000. This project was to be partially funded by the 2021 Pavement Management Relief Funding (PMRF) Program in the amount of \$200,000. Staff submitted the necessary documents to Caltrans required to secure funding. Unfortunately, due to the debt ceiling compromise earlier this year, PMRF Program funding that did not get obligated by Caltrans at that time was subject to rescission. As such, approximately 24 Orange County local agencies were not able to secure the PMRF Program funds as well. Staff is requesting an appropriation of \$200,000 from the City's Gas Tax Fund (Fund #210) and \$30,000 from the RMRA Fund (#215) to fund the remainder of the project costs.

RECOMMENDED ACTIONS:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing public structures; and
2. Award a construction contract for the Cerritos Avenue Resurfacing Project to Hardy & Harper, Inc. for the bid amount of \$854,000 and reject all other bids; and
3. Authorize the City Manager to bind the City of Stanton and Hardy & Harper, Inc. in a contract for the construction of the Cerritos Avenue Resurfacing Project; and
4. Authorize the City Manager to approve contract changes, in an amount not-to-exceed ten percent of the bid amount (\$85,400); and

5. Eliminate the \$200,000 appropriation from the Other Grants Fund (#227) for the withdrawn grant funding; and
6. Appropriate a total of \$200,000 from the Gas Tax Fund (#211) and \$30,000 from the RMRA Fund (#215) to increase the Cerritos Avenue Resurfacing Project (Task Code No. 2024-104) budget to \$960,000.

BACKGROUND:

The City’s most recent Pavement Management Program (PMP) report lists streets and pavement treatments necessary for the City to maintain a pavement condition index (PCI) of 75 or greater in order to maintain eligibility with the Orange County Transportation Authority’s (OCTA) Measure M2 Turnback Funds Program. The most recently adopted PMP listed Cerritos Avenue (from Knott Avenue to Beach Boulevard) as needing to be paved in Fiscal Year 2023/24.

This Project consists of demolition and removals, clearing and grubbing, roadway modifications, concrete work (ramps and sidewalks), asphalt pavement, signing and striping, and all appurtenant work.

On September 26, 2023, the City Council authorized staff to advertise this project for construction and approved the draft plans and specifications.

ANALYSIS/JUSTIFICATION:

Bid opening for this project was on October 31, 2023. Seven (7) bids were received and opened as follows:

Rank	Company	Bid
1	Hardy & Harper, Inc.	\$ 854,000
2	All American Asphalt	\$ 944,144
3	The R.J. Noble Company	\$ 976,604
4	DASH Construction Company, Inc.	\$ 981,058
5	Sequel Contractors, Inc.	\$ 988,360
6	LCR Earthwork & Engineering Corp.*	\$ 1,017,160
7	Onyx Paving Company	\$ 1,077,000

*LCR Earthwork & Engineering Corp.’s bid submittal had a clerical error regarding one of their line items, and so their Total Base Bid submitted is shown.

Hardy & Harper, Inc. submitted the lowest responsible bid in the amount of \$854,000, which is approximately 6.75% above the Engineer’s estimate of \$800,000. Staff has reviewed the submitted documents and found that Hardy & Harper, Inc. has submitted the lowest bid and is compliant with the contract documents. Upon successful execution of the contract documents, the project is expected to begin construction early next year.

For every construction contract awarded by Council, staff is required to return to Council to accept the improvements, approve the final construction contract amount, and direct the Council to file a Notice of Completion.

FISCAL IMPACT:

The Fiscal Year 2023/24 Adopted Budget includes \$930,000 for this project (Task Code No. 2024-102). The following table presents an estimated breakdown of the total project cost:

Description	Amount
Construction Contract	\$ 854,000
Contingency (10%)	\$ 85,400
Inspections	\$ 20,600
Total	\$ 960,000

In October 2021, the OCTA Board of Directors approved the distribution of \$10.931 million of Coronavirus Response and Relief Supplemental Appropriations Act funds to the Orange County local agencies for local streets and roads rehabilitation and maintenance projects through the 2021 PMRF Program. This project was to be partially funded by the PMRF Program in the amount of \$200,000. Unfortunately, due to the debt ceiling compromise earlier this year, PMRF Program funding that did not get obligated by Caltrans at that time was subject to rescission. As such, approximately 24 Orange County local agencies were not able to secure the PMRF Program funds as well. OCTA is working with Caltrans to propose a potential replacement of PMRF Program funds, but no state funds have become available.

As a result of the rescinded funding, there are insufficient funds to complete the project. Therefore, staff recommends the appropriation of \$200,000 from the Gas Tax Fund (#211) and \$30,000 from the RMRA Fund (#215). The City has approximately \$1.6 million and \$31,000 available for appropriation in the Gas Tax Fund and RMRA Fund, respectively.

ENVIRONMENTAL IMPACT:

This project is exempt under the California Environmental Quality Act (“CEQA”), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, and similar facilities.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 3: Provide a quality infrastructure.

Prepared by: Han Sol Yoo, Associate Engineer

Reviewed by: Cesar Rangel P.E., Director of Public Works/City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Cerritos Avenue Resurfacing Project Contract
- B. Hardy & Harper, Inc. Proposal

**CITY OF STANTON
CONTRACT AGREEMENT**

CERRITOS AVENUE RESURFACING PROJECT

THIS CONTRACT AGREEMENT (or “Contract”) is made and entered into for the above-stated project this _____ day of _____, 20__, BY AND BETWEEN THE CITY OF STANTON, as City and **HARDY & HARPER, INC.** as CONTRACTOR.

WITNESSETH that CITY and CONTRACTOR have mutually agreed as follows:

Article I

The contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Proposal, General Specifications, Special Provisions in accordance with the Standard Specifications for Public Works Construction, Faithful Performance Bond, Labor and Material Bond, and all referenced specifications, details, Standard Plans and appendices, including all applicable State and Federal requirements; together with this Contract Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also including any and all addenda or supplemental agreements clarifying, amending or extending the work contemplated as may be required to insure its completion in an acceptable manner (collectively all the foregoing shall be referenced as the “Contract Documents”). All of the provisions of said contract documents are made a part hereof as though fully set forth herein.

Article II

For and in consideration of the payments and agreements to be made and performed by CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the above stated project and to fulfill all other obligations as set forth in the aforesaid Contract Documents.

Article III

CONTRACTOR agrees to receive and accept the prices set forth in the proposal as full compensation for furnishing all materials, performing all work and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of work during its progress or prior to its acceptance, including those for well and faithfully completing the work and the whole hereof in the manner and time specified in the aforesaid Contract Documents; and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

Article IV

CITY hereby promises and agrees to employ, and does hereby employ, CONTRACTOR

to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Contract Documents.

The total amount of this contract shall not exceed **EIGHT-HUNDRED FIFTY-FOUR THOUSAND Dollars (\$854,000.00)**. CONTRACTOR shall not be compensated for any services rendered in connection with its performance of this agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council, or if pursuant to its authority, the City Manager, or his or her designee. CONTRACTOR shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager or City representative and CONTRACTOR at the time City's written authorization is given to CONTRACTOR for the performance of said services. The City Manager may approve additional work not to exceed 15% of the contract amount approved by City Council or \$30,000 whichever is less. Any additional work in excess of this amount shall be approved by the City Council.

Article V

CONTRACTOR acknowledges the provisions of the State Labor Code requiring every employee to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that code, and certifies compliance with such provisions.

Article VI

CONTRACTOR agrees to indemnify and hold harmless CITY and all of its officers, officials, consultants, employees, agents, and volunteers from any claims, demands or causes of action, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by CONTRACTOR hereunder.

Article VII

CONTRACTOR affirms that the signatures, titles, and seals set forth herein in execution of this Contract Agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

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

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

**CITY OF STANTON
FAITHFUL PERFORMANCE BOND**

CERRITOS AVENUE RESURFACING PROJECT

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for the CERRITOS AVENUE RESURFACING PROJECT (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$_____), said sum being not less than one hundred percent (100%) of the total amount of the 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 Contractor, his 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 Contract Documents and any alteration thereof made as therein provided, on 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 all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or

shall promptly, at the City's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

**CITY OF STANTON
PAYMENT BOND**

CERRITOS AVENUE RESURFACING PROJECT

KNOW ALL MEN BY THESE PRESENTS That

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for the CERRITOS AVENUE RESURFACING PROJECT (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal) _____

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally

appeared _____, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

**CITY OF STANTON
COMPENSATION INSURANCE CERTIFICATE
CERRITOS AVENUE RESURFACING PROJECT**

Pursuant to Section 1861 of the State Labor Code (amended by Stats. 1979, C.373, p. 1343), before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Before beginning work, the Contractor shall furnish to the City Engineer a certificate of insurance as proof that he has taken out full compensation insurance for all persons whom he may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this contract.

Contractor, prior to commencing work, shall sign and file with the City of Stanton a certification as follows:

I am aware of the provisions of Section 3700 of the Labor Code which requires 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.

CONTRACTOR

By: _____

Title: _____

Date: _____

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

(Amended by Stats, 1978, c. 1379, p. 4571)

Compensation Insurance Certificate

To be submitted with Contract Agreement



**PLANS, SPECIFICATIONS, AND CONTRACT
DOCUMENTS FOR**

CERRITOS AVENUE RESURFACING PROJECT

City of Stanton

Public Works and Engineering Department

7800 Katella Avenue

Stanton, CA 90680

(714) 379-9222 | StantonCA.gov

Approved by:

Cesar Rangel, P.E.

Director of Public Works/City Engineer

CRangel@StantonCA.gov

(714) 890-4203

KEY BID DATES (SUBJECT TO CHANGE):

September 28, 2023: Advertise in trade journals and on the Internet
October 16, 2023: Deadline for Questions at 5:00 p.m.
October 31, 2023: Bid opening at 11:00 a.m., City Hall Lobby

Bidder's Name: Hardy & Harper, Inc.

BID FORMS

BID ACKNOWLEDGEMENT

NAME OF BIDDER: Hardy & Harper, Inc.

The undersigned hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract, including all plans, specifications, and all addenda, if any, for the following Project:

CERRITOS AVENUE RESURFACING PROJECT

To the City of Stanton, with its principal place of business at 7800 Katella Avenue, Stanton, CA 90680:

In response to the Notice Inviting Bids dated **September 28, 2023** and in accordance with the accompanying Instructions to Bidders, the undersigned hereby proposes to the City to furnish all labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by the City, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents, including all plans, specifications, and all addenda, and at the prices stated opposite the respective items set forth in the Bid Schedule.

This Bid constitutes a firm offer to the City which cannot be withdrawn for 90 days after the date set for opening of Bids, or until a Contract is executed by the City and a third party, whichever is earlier.

The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of figures shown in its Bid Schedule; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that the City will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

BIDDER certifies that in all previous contracts or subcontracts, all reports that may have been due under the requirements of any agency, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

BIDDER declares that the only persons or parties interested in this Proposal as principals are those named herein; that no officer, agent, or employee of the CITY is personally interested, directly or indirectly, in this Bid; that this Proposal is made without connection to any other individual, firm, or corporation making a bid for the same work; and that this Bid is in all respects fair and without collusion or fraud.

If awarded a Contract, the undersigned agrees to execute and deliver to the City within ten (10) calendar days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, and Certificates of Insurance and Endorsements.

Bidder's Name: Hardy & Harper, Inc.

A complete bid consists of the following Bid Forms, which have been completed and executed by the undersigned Bidder, are incorporated by this reference and made a part of this Bid:

1. Completed Bid Schedule form.
2. Bid Guarantee in the amount of not less than 10% of the Total Bid Price.
3. Completed Designation of Subcontractors form.
4. Completed Bidder Information and Experience form.
5. Fully executed Non-Collusion Declaration form.
6. Completed Public Works Contractor DIR Registration Certification form.
7. IRAN Contracting Act Certification (for contracts of \$1,000,000 or more)
8. Sufficient Funds Declaration

Bidder certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California:

License number 215952

Expiration date 12/31/2023

License classification A, C-8, & C12

If the Bidder is a joint venture, each member of the joint venture must include the above information.

The undersigned acknowledges receipt, understanding, and full consideration of the following addenda to the Contract Documents:

<u>Addendum No.</u>	<u>Date Received</u>	<u>Bidder's Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

[SIGNATURES NEXT PAGE]

Bidder's Name: Hardy & Harper, Inc.

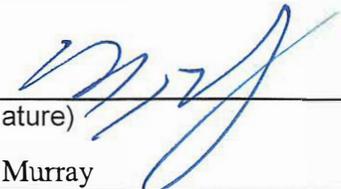
I hereby certify under penalty of perjury under the laws of the State of California that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BIDDER:

Bidder's Business Address:

Hardy & Harper, Inc.
(Company Name)

32 Rancho Circle
Lake Forest, CA 92630

By 
(Signature)



Michael Murray
(Type or print name)

Kristen Paulino

Vice President
(Title)

Corporate Secretary

Lake Forest, California
(Where signed) (City, State)

Dated: October 24, 2023
State of Incorporation: California

(If the Contractor is a corporation, two signatures of corporate officers are required.)

Names and addresses of all partners or joint venturers:

- Daniel Maas - President
- Michael Murray & Tanner Hambright - Vice President
- Kristen Paulino - Corporate Secretary

Statement of the authority of signatory to bind Bidder:

Please see attached.

CALIFORNIA 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 October 24, 2023 before me, Marie Ayala, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Michael Murray and Kristen Paulino
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 or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

**MINUTES OF THE SPECIAL MEETING
OF
HARDY & HARPER, INC.**

A special meeting of the directors of HARDY & HARPER, INC. was held at the principal office of the corporation, on January 4, 2021, at 11:00 a.m. pursuant to the call made by the Secretary and written notice waived by the directors by signing these minutes.

Pursuant to the provisions and bylaws, DANIEL MAAS as Chief Financial Officer and KRISTEN PAULINO, as Secretary of the Corporation, presided over the meeting.

The purpose of the meeting was to nominate and elect two Vice-Presidents of the Company.

Present at the meeting were all of the Directors of the Corporation:

DANIEL MAAS

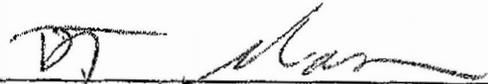
KRISTEN S. PAULINO

TESSA MAAS

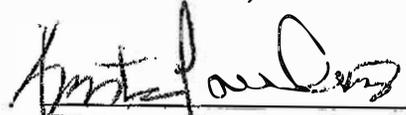
DANIEL MAAS was re-elected President and Chief Executive Officer, KRISTEN PAULINO was re-elected Secretary, TANNER HAMBRIGHT was elected Vice-President of Strategic Development, and as Vice-President he is hereby authorized to sign contracts on behalf of the corporation. MICHAEL MURRAY was elected Vice-President/Operations Manager for the corporation with authority to sign contracts on behalf of the corporation and authorized to sign checking and bank accounts on behalf of the corporation where the corporation has established bank and checking accounts.

There being no further business it was moved second and carried that the meeting be adjourned.

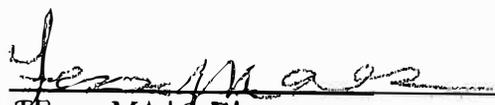
DATED: January 4, 2020 *KSP*



DANIEL MAAS, Director/President



KRISTEN PAULINO, Director/Secretary



FE MAAS, Director

BASE BID SCHEDULE*					
CERRITOS AVENUE RESURFACING PROJECT					
ITEM NO.	DESCRIPTION	QTY	UNIT QTY	UNIT PRICE (Numbers)	ITEM COST (Numbers)
1	Project Mobilization, Demobilization, & Cleanup (Not to Exceed 5% of Construction Costs)	1	LS	\$ 21,000	\$ 21,000
2	Surveying & Monument Preservation	1	LS	\$ 13,030	\$ 13,030
3	Traffic Control & Noticing	1	LS	\$ 81,200	\$ 81,200
4	1.5" Uniform Depth AC Cold Mill	312,150	SF	\$.44	\$ 137,346
5	Crack Seal	1	LS	\$ 7,842	\$ 7,842
6	Construct 1.5" ARHM Overlay**	3,150	TON	\$ 134	\$ 422,100
7	Local Pavement Removal & Replacement - Mill & Remove 7.5" of Ex. AC Pavement/Base, Construct 7.5" Thick AC to Surface	2,000	SF	\$ 5	\$ 10,000
8	Remove Existing & Construct New ADA Compliant Curb Ramp	12	EA	\$ 5,820	\$ 69,840
9	Remove Existing & Construct ADA Compliant PCC Sidewalk	720	SF	\$ 16	\$ 11,520
10	Adjust Sewer/Storm Drain Manhole Frame & Cover to Grade	28	EA	\$ 1,365	\$ 38,220
11	Adjust Ex. Water Valve Can & Lid to Grade (By Golden State Water Company, Coordination Only)	33	EA	\$ 50	\$ 1,650
12	Adjust Ex. Electric Manhole or Vault Frame & Cover to Grade (By SCE, Coordination Only)	2	EA	\$ 100	\$ 200
13	Install Advanced Detection Traffic Loop Detector, Type E or Type E (Modified)	44	EA	\$ 378	\$ 16,632
14	Traffic Signing, Striping, Markings & Legends	1	LS	\$ 18,300	\$ 18,300
15	Encroachment Permits (Caltrans + Cities)	1	LS	\$ 2,600	\$ 2,600
16	Electronic Changeable Message Board Rental & Programming***	60	DAYS	\$ 42	\$ 2,520

* Additional details about items of work included in each bid item can be found in Section 7-3.1 of the Special Provisions and Specifications.

** Paving shall occur within the week of grinding.

***CONTRACTOR shall make up to 2 electronic message programmable message boards available for use on this job and shall program messages on the boards at the direction of the ENGINEER. Each message board rental shall be paid on a per day basis up to 30 days (i.e. 2 message boards x 30 days = 60 days). CONTRACTOR shall honor unit

Bidder's Name: Hardy & Harper, Inc.

prices regardless of the number of boards and days used. See Section 601-3.7 of the Special Provisions for more information.

Total BASE Bid Schedule in NUMBERS:	\$ <u>854,000.00</u>
Total BASE Bid Schedule in WORDS:	<u>Eight Hundred Fifty Four Thousand</u> Dollars and <u>Zero</u> Cents

THE BASIS FOR AWARD OF CONTRACT SHALL BE THE CONTRACTOR'S BASE BID ONLY.

The costs for any work shown or required in the Contract Documents, but not specifically identified as a bid line item are to be included in the related bid line items and no additional compensation shall be due to Contractor for the performance of the work.

All blank spaces appearing above must be filled in. Failure to fill in any blank spaces may render the Bid non-responsive. In case of discrepancy between the Unit Price and Item Cost set forth for a unit basis item, the Unit Price shall prevail and be utilized as the basis for determining the lowest responsive, responsible Bidder. However, if the amount set forth as a Unit Price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the Item Cost column, then the amount set forth in the Item Cost column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the Unit Price.

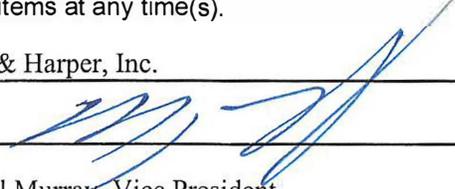
For purposes of evaluating Bids, the City will correct any apparent errors in the extension of unit prices and any apparent errors in the addition of lump sum and extended prices.

The estimated quantities for Unit Price items are for purposes of comparing Bids only and the City makes no representation that the actual quantities of work performed will not vary from the estimates. Final payment shall be determined by the City from measured quantities of work performed based upon the Unit Price.

The undersigned agrees that this Bid Schedule constitutes a firm offer to the City which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the work is fully executed by the City and a third party, whichever is earlier.

If the Contract Documents specify alternate bid items, the City can choose to include any, all, or none of the alternate bid items in the Work. If the City selects any of the alternate bid items, the corresponding alternate bid prices shall be added to or deducted from Base Bid Price for the work. The City can award/select alternate bid items at any time(s).

Name of Bidder Hardy & Harper, Inc.

Signature 

Name and Title Michael Murray, Vice President

Dated October 24, 2023

DESIGNATION OF SUBCONTRACTORS

The subcontractor listed below will perform work or labor or render service to the successful Bidder in or about the construction of the work or improvement, or are subcontractors licensed by the State of California who will, under subcontract to the successful Bidder, specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the Contract Documents, in an amount in excess of one-half of one percent (1/2 of 1%) of the Bidder's total bid. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

In compliance with the Subletting and Subcontracting Fair Practices Act Chapter 4 (commencing at Section 4100), Part 1, Division 2 of the California Public Contract Code, the Bidder shall set forth below:

- (a) The portion of the work to be done by the subcontractor;
- (b) The name and the location of the place of business;
- (c) The California contractor license number; and
- (d) The DIR public works contractor registration number.

If a Bidder fails to specify a subcontractor or if a Bidder specifies more than one subcontractor for the same portion of work, then the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of work and that it shall perform that portion itself.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
survey	CASE Land surveying	orange, CA	L5411	1000001533
striping	J&S striping	Ontario, CA	538211	1000006912

Bidder's Name: Hardy & Harper, Inc.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number
Loops	smithson electric	Angeim, CA	614518	1000001610
Crack Seal	MD Rubberized crack fill	Lake Forest, CA	986686	1000006438
Cold Mill	All American Asphalt	Corona, CA	267073	1000001651

Bidder's Name: Hardy & Harper, Inc.

Portion of Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License No.	DIR Registration Number

Bidder's Name: Hardy & Harper, Inc.

BIDDER INFORMATION AND EXPERIENCE FORM

INFORMATION ABOUT BIDDER

(Indicate not applicable ("N/A") where appropriate.)

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Name of Bidder: Hardy & Harper, Inc.

2.0 Type, if Entity: Corporation

3.0 Bidder Address: 32 Rancho Circle, Lake Forest, CA 92630

714/444-2801

714/444-1851

Facsimile Number

Telephone Number

mmurray@hardyandharper.com

Email Address

4.0 How many years has Bidder's organization been in business as a Contractor?
77

5.0 How many years has Bidder's organization been in business under its present name? 77

5.1 Under what other or former names has Bidder's organization operated? N/A

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: 12/14/1962

6.2 State of Incorporation: California

6.3 President's Name: Daniel Maas

6.4 Vice-President's Name(s): Michael Murray

Tanner Hambright

6.5 Secretary's Name: Kristen Paulino

6.6 Treasurer's Name: Kristen Paulino

Bidder's Name: Hardy & Harper, Inc.

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: N/A

7.2 Name and address of all partners (state whether general or limited partnership):

N/A

8.0 If other than a corporation or partnership, describe organization and name principals:

N/A

9.0 List other states in which Bidder's organization is legally qualified to do business.

N/A

10.0 What type of work does the Bidder normally perform with its own forces?

Asphalt Paving & Minor Concrete

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

No

13.0 List Trade References:

Please see attached.

Hardy & Harper, Inc.

Supplier References

Vulcan Materials

Asphalt/Concrete
16013 E. Foothill Blvd
Irwindale, CA 91702
Contact: Rosemary Luna (626-633-4227)

The R.J. Noble Company

Asphalt
15505 E. Lincoln Ave
Orange, CA 92865
Contact: Rocco Costello (714-637-1550)

Blue Diamond

Asphalt/Concrete
135 S. State College Blvd
Brea, CA 92821
Contact: Ruby Davidson (714-863-1953)

All American Asphalt

Asphalt
400 E. 6th St.
Corona, CA 92879
Contact: Robert Schwartz (951-757-8032)

Bidder's Name: Hardy & Harper, Inc.

14.0 List Bank References (Bank and Branch Address):

First Foundation Bank
18101 Von Karmen Avenue
Irvine, CA 92612

15.0 Name of Bonding Company and Name and Address of Agent:

Fidelity & Deposit Company of Maryland
Commercial Surety Bond Agency
1411 N. Batavia Street, Orange, CA 92867

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Bidder's Name: Hardy & Harper, Inc.

LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Client Reference (agency name/contact info)	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Please see attached Current Construction Projects				

Hardy & Harper, Inc. Current Construction Projects

OWNER/AGENCY	PROJECT NAME	CONTRACT AMOUNT	APPROXIMATE COMPLETION DATE
County of San Bernardino 825 E. Third Street San Bernardino, CA 92415	Rain Shadow Road and Other Roads	\$830,000.00	TBD
City of El Segundo 350 Main Street El Segundo, CA 90245	FY 23/24 Pavement Rehabilitation Project	\$1,635,000.00	August 2023
City of Rancho Palos Verdes 30940 Hawthorne Blvd Rancho Palos Verdes, CA 90275	Street Rehabilitation on Silver Spur Road North of Hawthorne Blvd	\$859,000.00	July 2023
City of Manhattan Beach 3621 Bell Avenue Manhattan Beach, CA 90266	Cycle 2 Street Resurfacing Project	\$3,110,000.00	September 2023
City of Bell 6330 Pine Avenue Bell, CA 90201	Eastern Avenue FY 2022-2023	\$1,020,000.00	August 2023
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Rock springs Drive Pavement Rehabilitation Project	\$860,000.00	July 2023
City of Banning 99 East Ramsey Street Banning, CA 92220	Street Improvements at Various Locations	\$1,608,000.00	September 2023
City of Lake Elsinore 130 S. Main Street Lake Elsinore, CA 92530	Auto Center Drive Pavement Rehabilitation Project	\$845,000.00	August 2023
City of Perris 24 South D Street, Suite 100 Perris, CA 92570	2023 Citywide Pavement Rehabilitation	\$1,976,329.00	July 2023
City of Pomona 505 S. Garvey Avenue Pomona, CA 91769	Street Preservation - Local (FY 22-23)	\$2,760,000.00	August 2023
City of Cerritos 18125 Bloomfield Avenue Cerritos, CA 90703	Gridley Road Rehabilitation	\$1,736,375.00	July 2023
City of La Cañada Flintridge 1 Civic Center Drive La Cañada Flintridge, CA 91011	2023 Citywide Street Resurfacing Program	\$1,060,000.00	June 2023
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Pavement Rehabilitation Project 2023-1	\$1,780,000.00	June 2023
City of La Mirada 13700 La Mirada Blvd La Mirada, CA 90638	Imperial Highway Pavement Rehabilitation from Valley View Ave to Wicker Drive	\$945,000.00	June 2023
City of Riverside 3900 Main Street Riverside, CA 92522	2019/2020 CDBG Ward 5 Street Improvements & 2021/2022 CDBG Street Improvements	\$1,950,000.00	June 2023
County of Riverside Transportation Dept. 3525 14th Street Riverside, CA 92501	Center Street and Stephens Avenue Resurfacing	\$1,735,000.00	June 2023
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Cannon Street and Serrano Avenue Intersection Improvements	\$690,000.00	June 2023
City of Calimesa 908 Park Avenue Calimesa, CA 92320	Citywide Pavement Rehabilitation Project	\$1,665,000.00	June 2023

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of San Gabriel 425 S. Mission Drive San Gabriel, CA 91776	Alam Mai (626) 308-2825 amai@sgch.org	CDBG Street Improvements Project FY 22/23 Contract Amount: \$490,000.00 Completion Date: March 2023
City of Fullerton 303 West Commonwealth Avenue Fullerton, CA 92832	Rafael Chavez (714) 932-7506 rafael.chavez@cityoffullerton.com	Residential Street Rehabilitation Contract Amount: \$1,204,780.00 Completion Date: February 2023
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Quang Nguyen (951) 413-3159 quangn@moval.org	Pavement Rehab. for Various Local Streets CDBG FY 21/22 Contract Amount: \$2,444,260.00 Completion Date: December 2022
City of Grand Terrace 22795 Barton Road Grand Terrace, CA 92313	Kamran Dadbeh (909) 824-6621 kdadbeh@grandterrace-ca.gov	Pavement Rehab. On Barton Rd, Van Buren St & Vivienla Ave Contract Amount: \$570,000.00 Completion Date: September 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dguiterr@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 1 Contract Amount: \$2,875,000.00 Completion Date: June 2022
City of Orange 300 E. Chapman Avenue Orange, CA 92866	Yonichi Nakagawa (714) 744-5572 ynakagawa@cityoforange.org	Prospect & Spring Right Turn Lane Modification Project Contract Amount: \$920,000.00 Completion Date: June 2022
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Manuel Fabian (818) 898-1243 mfabian@sfcity.org	Pico Street Improvement Project Contract Amount: \$465,000.00 Completion Date: May 2022
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Desi Gutierrez (562) 904-7110 dguiterr@downeyca.org	Residential Street Pavement Rehabilitation Project, Area 10 Contract Amount: \$2,355,000.00 Completion Date: April 2022
City of Jurupa Valley 8930 Limonite Avenue Jurupa Valley, CA 92509	Desiree Flores (951) 332-6464 dflores@jurupavalley.org	2021-22 CDBG Old Mira Loma Pavement Rehabilitation Project Contract Amount: \$810,000.00 Completion Date: April 2022
City of Anaheim 200 S. Anaheim Blvd Anaheim, CA 92805	Lorenzo Rea (714) 765-6893 lrea@anaheim.net	Residential Street Improvement Project - Lotus & Torry, Group 13 Contract Amount: \$5,806,000.00 Completion Date: March 2022
County of Riverside 3525 14th Street Riverside, CA 92501	Hector Davila (951) 955-6885 hedavila@rivco.org	Fisher Street Resurfacing Project Contract Amount: \$785,560.00 Completion Date: February 2022
City of Chino Hills 14000 City Center Drive Chino Hills, CA 91709	Carl Hassel (909) 364-2817 chassel@chinohills.org	Village Center Drive Pavement Rehabilitation Project Contract Amount: \$408,000.00 Completion Date: December 2021
Los Angeles County 900 S. Fremont Avenue Alhambra, CA 91803	Peter Sanque (661) 947-7173 psanque@pw.lacounty.gov	Pavement Reconstruction (Sustainable) North LA County Contract Amount: \$1,873,929.57 Completion Date: November 2021
City of Loma Linda 25541 Barton Road Loma Linda, CA 92354	Jarb Thaipejr (909) 799-2800 jthaipejr@lomalinda-ca.gov	Pavement Rehab. on Barton Rd, Bryn Mawr & Orange Grove Contract Amount: \$462,590.00 Completion Date: November 2021
City of Norco 2870 Clark Avenue Norco, CA 92860	Sam Nelson (951) 270-5607 snelson@ci.norco.ca.us	Sixth Street Widening Contract Amount: \$785,000.00 Completion Date: September 2021
City of Irwindale 5050 N. Irwindale Avenue Irwindale, CA 91706	Luis Pimentel (626) 430-2259 lpimentel@irwindaleca.gov	2020-2021 Resurfacing Project Contract Amount: \$544,311.93 Completion Date: May 2021
City of Brea 1 Civic Center Circle Brea, CA 92821	Steve Kooyman (530) 318-1066 skooyman@interwestarp.com	Imperial Highway / Berry St. Intersection Improvements Contract Amount: \$579,648.80 Completion Date: May 2021
City of Colton 650 N. La Cadena Drive Colton, CA 92324	Jess Sotto (909) 370-5551 isotto@coltonca.gov	FY 20-21 Asphalt Paving Project Contract Amount: \$2,695,493.64 Completion Date: May 2021
City of Burbank 301 E. Olive Avenue Burbank, CA 91502	Adam Salehi (818) 238-3946 asalehi@burbankca.gov	2020 Street Improvement Project Contract Amount: \$1,253,099.98 Completion Date: April 2021

Hardy & Harper, Inc. Past Project References

OWNER/AGENCY	CONTACT	PROJECT NAME, AMOUNT, & COMPLETION DATE
City of Oxnard 300 West Third Street Oxnard, CA 93030	Renee Hatcher (805) 385-8280 renee.hatcher@oxnarca.org	Thin Maintenance Overlay Project Phase II (Rebid 2) Contract Amount: \$6,550,000.00 Completion Date: November 2020
City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552	Michael Wolfe (951) 413-3100 purchasingdivision@moval.org	Citywide Pavement Rehabilitation Program FY 19-20 Contract Amount: \$4,080,364.90 Completion Date: November 2020
City of Cypress 5275 Orange Avenue Cypress, CA 90630	Alex Bangean (714) 229-6740 abangean@cypressca.org	Arterial Rehabilitation Project 230 Contract Amount: \$1,042,000.00 Completion Date: August 2020
City of Banning 99 East Ramsey Street Banning, CA 92220	Art Vela (951) 922-3130 avela@banningca.gov	Street Rehabilitation at Various Locations Contract Amount: \$1,451,000.00 Completion Date: March 2020
City of Ontario 303 East "B" Street Ontario, CA 91764	Bill Braun (909) 395-2012 purchasing@ontarioca.gov	2019 Fall Pavement Rehabilitation Project Contract Amount: \$4,261,000.00 Completion Date: October 2019
City of Pasadena 100 N. Garfield Avenue Pasadena, CA 91101	Tony An (626) 744-7403 tan@cityofpasadena.net	Preventative Maintenance Services Contract Amount: \$2,424,216.00 Completion Date: April 2019
City of Downey 11111 Brookshire Avenue Downey, CA 90241	Edwin Norris (562) 904-7110 enorris@downeyca.org	CIP No. 18-02 Residential Street Rehab. Project Contract Amount: \$1,808,000.00 Completion Date: March 2019
City of Westminster 8200 Westminster Blvd Westminster, CA 92683	Marwan N. Youssef (714) 548-3460 vejohanson@wesminster-ca.gov	Citywide Residential Street Improvements Contract Amount: \$1,452,000.00 Completion Date: February 2019
City of San Jacinto 595 S. San Jacinto Avenue San Jacinto, CA 92583	Kristy (951) 654-3592 kristy@trilakeconsultants.com	2018 Downtown Pavement Rehabilitation Contract Amount: \$1,818,000.00 Completion Date: January 2019
City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	Luis Garibay (661) 723-6110 lgaribay@cityoflancaster.org	2018 Sidewalk, Curb & Gutter Repairs Contract Amount: \$1,976,000.00 Completion Date: December 2018
City of Diamond Bar 21810 Copley Drive Diamond Bar, CA 91765	Jason Williams (909) 839-7050 jwilliams@diamondbarca.gov	Residential & Collector Road Rehabilitation Project Contract Amount: \$1,551,000.00 Completion Date: December 2018
City of Tustin 300 Centennial Way Tustin, CA 92780	Mario Medina (949) 394-8955 mmedina@tustinca.org	FY 2017-18 Roadway Rehab. & Sidewalk Repair Contract Amount: \$1,575,125.00 Completion Date: October 2018
City of Fountain Valley 10200 Slater Avenue Fountain Valley, CA 92708	Fatana Temory (714) 593-4433 fatana.temory@fountainvalley.org	Resurface & Rehab. of Euclid St from Slater to Warner Contract Amount: \$1,077,000.00 Completion Date: September 2018
City of Pomona 505 South Garey Avenue Pomona, CA 91766	Public Works (909) 620-2261 pwengineering@ci.pomona.ca.us	Major Street Improvements Contract Amount: \$3,839,000.00 Completion Date: August 2018
City of Rancho Palos Verdes 30940 Hawthorn Blvd Rancho Palos Verdes, CA 90275	Ron Dragoo (310) 544-5252 gkwolek@lch.ca.gov	Residential Street Rehabilitation Project Contract Amount: \$2,227,000.00 Completion Date: May 2018
City of Burbank 301 E. Olive Avenue Burbank, CA 91502	Artin Mergerdichian (818) 238-3800 amergerdichian@burbankca.gov	Local/Residential Street Improvement Project Contract Amount: \$5,333,000.00 Completion Date: May 2018
City of Covina 125 E. College Street Covina, CA 91723	Chris Marcarello (626) 384-5490 pw@covina.ca.gov	Grand Ave. Street Rehabilitation No. STPL-5118(020) Contract Amount: \$3,030,000.00 Completion Date: May 2018
City of Lancaster 44933 Fern Avenue Lancaster, CA 93534	Luis Garibay (661) 723-6110 lgaribay@cityoflancaster.org	2017 Pavement Management Program 17-003 Contract Amount: \$2,727,000.00 Completion Date: April 2018
City of Dana Point 33282 Golden Lantern Dana Point, CA 92629	Matthew Sinacori (949) 248-3500 msinacori@danapoint.org	Arterial Roadway Resurface & Pavement Preservation Contract Amount: \$3,993,000.00 Completion Date: January 2018

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Please see attached resumes

2. Summarize each person's specialized education:

Please see attached resumes

3. List each person's years of construction experience relevant to the project:

Please see attached resumes

4. Summarize such experience:

Please see attached resumes

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the City.

Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

MEGAN MANLOVE

Riverside, CA 92506 ♦ 949-672-8682 ♦ manlomeg@gmail.com

Objective

To obtain a position with an established company that provides opportunity for growth.

Key Attributes

- Ability to Multi-task and Manage High Stress
- Meticulous Attention to Detail
- Problem Solving Skills
- Proficient in Microsoft Office
- Excellent Relationship Skills
- Clerical Duties
- Written and Verbal Communication Skills
- Outstanding Team Player
- Goal Oriented

Professional Experience

Hardy & Harper, Inc.
Project Manager

02/2016 to Present

Assist Project Superintendent(s), Submit and maintain submittals/product data, Schedule projects and subcontractors, Order materials and equipment, Build and maintain budgets

Service 1st
Dispatcher

08/2014 to 04/2015

Dispatch technicians, Track and manage fleet, Customer service, Process work orders, Collect POs. Prep payroll

Ambassador Veterinary Hospital
Receptionist

04/2014 to 08/2014

Greet clients, Data entry, Prepare estimates, Manage Doctors' schedules, Prepare and process medical charts and documents

Sea Country Towing and Recovery
Dispatcher

08/2013 to 01/2014

Dispatch AAA OCSD and CHP calls, Manage tow truck drivers, Process and release impounded vehicles, Process service orders and administrative paperwork, Customer service

Effie & Company
Receptionist/Assistant Stylist

10/2012 to 08/2013

Schedule appointments, Serve clients, Assisting stylist

Education

Williamsport High School

2010

References available upon request

DENNIS BEYLE

PROFESSIONAL EXPERIENCE

Hardy & Harper, Lake Forest, CA 1999 to Present

Construction Superintendent

- . Supervise Construction sites for several communities.
- . Establish and manage closing and production schedules for completion of projects.
- . Organize contracts and coordinate with subcontractors to meet production deadlines.
- . Adjust products to meet specific needs of customers.
- . Adapt construction practices to meet the needs of harsh climate.
- . Monitor work completed by subcontractors to ensure product quality.
- . Collaborate with utility companies.
- . Answer service calls and take corrective measures to resolve conflicts.
- . Managed and directed overall construction of multi-million dollar projects.
- . Organize scheduling of sub-contractors and monitored work efficiency, quality and performance.
- . Directed and supervised projects from inception to completion.
- . Track time comparison reports and construction production reports.
- . Hired qualified personnel from designated union labor pool.
- . Work effectively with architects, engineers, and developers.
- . Maintain budgets and schedules.
- . Responsible predominantly for phases of construction from ground breaking to final project.
- . Schedule subcontractor work, material delivery, and material returns.

- . Attend weekly meetings with Management of the customer relating to updates on construction of each individual phase.
- . Organize and see through accelerated schedule to meet needs and deadlines of customers with tight closing dates.
- . Ensure the construction project is completed on time and safely.
- . Track project materials requisitions from the date they were ordered to delivery to construction site to ensure timely delivery.
- . Daily inspections of all ongoing construction projects to ensure all work is being performed in a safe manner and adhere to QA and QC guidelines.
- . Updates on projects such as reaching milestones and achieving customer satisfaction.

Industrial Asphalt, Irwindale, CA 1994 to 1999

- . Procured and maintained necessary equipment and materials.
- Operated & Maintained equipment used on high volume paving ie., residential & arterial, highways & freeways
- . Performed progress reports for city & state inspectors.
- . Was responsible for safety on the job.
- . Responsible for seeing that all work met job specifications and deadlines.

Union Paving, Stanton, CA 1987 to 1994

- . Mechanics Assistant – achieved general knowledge of equipment used in grading and paving.
- . General Laborer – Hands on training of field operations.
- . Journeyman Asphalt Luteman – Advancement of specialized asphalt placement.
- . Grade Checker – Understanding of slopes, elevations, percentage of active drainage.
- . Operating Engineer – Roller – Subgrade and finish surface.
 - Skiploader – Subgrade and finish surface.
 - Paving Machine – Parking Lots and minor streets.

Bidder's Name: Hardy & Harper, Inc.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the Vice President of Hardy & Harper, Inc., the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the Bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/24/2023 [date], at Lake Forest [city], California [state].

Name of Bidder Hardy & Harper, Inc.

Signature 

Name Michael Murray

Title Vice President

CALIFORNIA 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 October 24, 2023 before me, Marie Ayala, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Michael Murray
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 or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Bidder's Name: Hardy & Harper, Inc.

PUBLIC WORKS CONTRACTOR DIR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.¹

Name of Bidder: Hardy & Harper, Inc.

DIR Registration Number: 1000000076

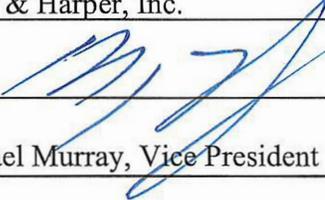
DIR Registration Expiration: 06/30/2024

Small Project Exemption: Yes or No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the Project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the Project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the Bid is non-responsive.

Name of Bidder Hardy & Harper, Inc.

Signature 

Name and Title Michael Murray, Vice President

Dated October 24, 2023

¹ If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

Bidder's Name: Hardy & Harper, Inc.

CITY OF STANTON

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)**

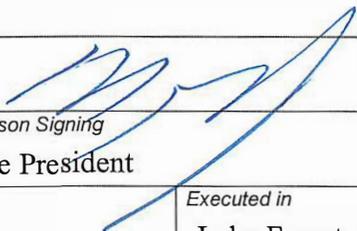
CERRITOS AVENUE RESURFACING PROJECT

(To be executed by bidder and submitted with its bid)

As required by Public Contract Code ("PCC") Section 2204 for contracts of \$1,000,000 or more, please insert Bidder's or financial institution's name and Federal ID Number (if available) and complete one of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC Section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending Twenty Million Dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. [PCC Section 2204(a).]

<i>Bidder Name/Financial Institution (Printed)</i> Hardy & Harper, Inc.		<i>Federal ID Number (or N/A)</i> 95-2251022
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Michael Murray, Vice President		
<i>Date Executed</i> 10/24/2023	<i>Executed in</i> Lake Forest, CA	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or N/A)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Bidder's Name: Hardy & Harper, Inc.

CITY OF STANTON

SUFFICIENT FUNDS DECLARATION
(Labor Code Section 2810)

CERRITOS AVENUE RESURFACING PROJECT

(To be executed by bidder and submitted with its bid)

Owner: City of Stanton
Contract: Cerritos Avenue Resurfacing Project Project

I, Michael Murray, declare that I am the Vice President
[insert title] of Hardy & Harper, Inc. [the entity], the entity making and submitting the bid for the
above Contract that accompanies this Declaration, and that such bid includes sufficient funds to permit
[the entity] to comply with all local, State or Federal labor laws or regulations
during performance of the Contract, including payment of prevailing wage, and that Hardy & Harper, Inc.
[the entity] will comply with the provisions of Labor Code Section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct
and executed on October 24 2023, at Lake Forest [City], CA [State].

Date: October 24, 2023

Signature

Print Name: Michael Murray

Print Title: Vice President

Contractor Information	Registration History	
Legal Entity Name HARDY & HARPER, INC.	Effective Date	Expiration Date
Legal Entity Type Corporation	06/15/18	06/30/19
Status Active	05/09/17	06/30/18
Registration Number 100000076	06/08/16	06/30/17
Registration effective date 07/01/23	06/19/15	06/30/16
Registration expiration date 06/30/24	07/02/14	06/30/15
Mailing Address 32 Rancho Circle Lake Forest 92630 CA United State...	07/01/19	06/30/20
Physical Address 32 Rancho Circle Lake Forest 92630 CA United State...	07/01/20	06/30/21
Email Address cicamen@hardyanalharper.com	07/01/21	06/30/22
Trade Name/DBA	07/01/22	06/30/23
License Number (s) CSLB:215952 CSLB:215952	07/01/23	06/30/24

Legal Entity Information	
Corporation Entity Number:	C0443071
Federal Employment Identification Number:	952251022
President Name:	Dan T. Maas
Vice President Name:	Michael Murray
Treasurer Name:	
Secretary Name:	Kristen Paulino
CEO Name:	
Agency for Service:	
Agent of Service Name:	Dan T. Maas
Agent of Service Mailing Address:	32 Rancho Circle Lake Forest 92630 CA United States of America

Worker's Compensation	
Do you lease employees through Professional Employer Organization (PEO)?:	No
Please provide your current worker's compensation insurance information below:	
PEO InformationName	PEO Phone Email
Insured by Carrier	
Policy Holder Name:	Hardy & Harper, Inc.
Insurance Carrier:	BITCO General Insurance Corporation
Policy Number:	WC3726115
Inception date:	04/15/23
Expiration Date:	04/15/24



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **215952**

Entity **CORP**

Business Name **HARDY & HARPER INC**

Classification(s) **A C-8 C12**

Expiration Date **12/31/2023**

www.cslb.ca.gov



Bidder's Name: Hardy & Harper, Inc.

Bond No. CSBA-25318

BID GUARANTEE

BID BOND

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies Bid.]

The makers of this bond are, Hardy & Harper, Inc., as Principal, and Fidelity and Deposit Company of Maryland, as Surety and are held and firmly bound unto the City of Stanton, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to City for the work described below, for the payment of which sum in lawful money of the United States, 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 whereas the Principal has submitted the accompanying bid dated October 31st, 2023, for **CERRITOS AVENUE RESURFACING PROJECT**.

If the Principal does not withdraw its Bid within the time specified in the Contract; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 24th day of October, 2023, the name and corporate seal of each corporation.

(Corporate Seal)

Hardy & Harper, Inc.
Contractor/ Principal
By 
Michael Murray
Title Vice President

(Corporate Seal)

Fidelity and Deposit Company of Maryland
Surety
By 
Attorney-in-Fact, Dwight Reilly
Title Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

CALIFORNIA 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 October 25, 2023 before me, Marie Ayala, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michael M. Murray
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 or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

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.

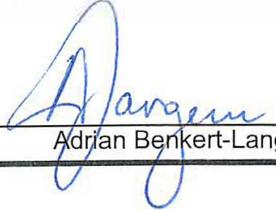
State of California
County of Orange

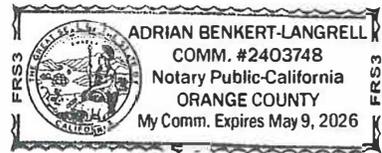
On 10/24/2023 before me, Adrian Benkert-Langrell, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly
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)
Adrian Benkert-Langrell



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Daniel HUCKABAY, Frank MORONES, Dwight REILLY, Arturo AYALA, Shaunna ROZELLE OSTROM, Benjamin WOLFE, Chelsea LIBERATORE, Ben STONG, Michael D. STONG, R. NAPPI, Adrian LANGRELL of Orange, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 7th day of September, A.D. 2023.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

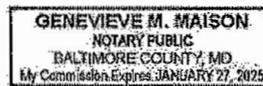
By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 7th day of September, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 24th day of October, 2023.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 28, 2023

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE STANFORD AVENUE STORM DRAIN REPAIR PROJECT (TASK CODE NO. 2024-802)

REPORT IN BRIEF:

The Open-Market Bid (AKA Informal Bid) process is being used for this public project. Three (3) proposals for the Stanford Avenue Storm Drain Repair Project were received to repair the storm drain lines at Beach Boulevard and Stanford Avenue. Based on the lowest proposal received, staff recommends a construction contract to be awarded to Tunnelworks Services, Inc., in the amount of \$47,867.50.

RECOMMENDED ACTIONS:

1. City Council declare that this project is exempt from the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing public structures; and
2. Award a construction contract for the Stanford Avenue Storm Drain Repair Project to Tunnelworks Services, Inc. for the proposal amount of \$47,867.50; and
3. Authorize the City Manager to bind the City of Stanton and Tunnelworks Services, Inc. in a contract for the construction of the Stanford Avenue Storm Drain Repair Project (Task Code No. 2024-802); and
4. Authorize the City Manager to approve contract changes, not to exceed ten percent of the proposal amount (\$4,786).

BACKGROUND:

Late last year, Public Works staff observed a depression in the asphalt on Stanford Avenue east of Beach Boulevard. Upon review of records and CCTV inspection, two recommendations were made: (1) it was determined that an immediate storm drain spot repair was required, and (2) it was determined a capital improvement project (CIP) to repair two (2) storm drain lines with Cured-in-Place-Pipe (CIPP) Line was required. The spot repair was completed in April 2023.

The CIP project consists of cleaning the storm drain lines, providing traffic control, installing CIPP Liner, conducting a post CCTV inspection and completing all appurtenant work. CIPP Liner is a trenchless method of pipe construction that requires little or no digging to restore a pipe's structural integrity.

On June 13, 2023, the City Council approved the Stanford Storm Drain Repair Project to be included with the Fiscal Year 2023/24 Capital Improvement Program Budget.

ANALYSIS/JUSTIFICATION:

City staff contacted several contractors to perform the work, and three (3) proposals were received and reviewed as follows:

Rank	Company	Amount
1	Tunnelworks Services, Inc.	\$47,867.50
2	Valverde Construction, Inc.	\$48,400.00
3	Insituform Technologies	\$79,109.00

Tunnelworks Services, Inc. has submitted the lowest responsive and responsible proposal to perform the work. Upon successful execution of the contract documents, the project is expected to begin construction in December 2023 weather permitting.

For every construction contract awarded by Council, staff is required to return to Council to accept the improvements, approve the final construction contract amount, and direct the Council to file a Notice of Completion.

FISCAL IMPACT:

The Fiscal Year 2023/24 Adopted Budget includes \$60,000 for this project (Task Code No. 2024-802) funded by the General Fund assigned fund balance set aside for special projects (Fund #101).

ENVIRONMENTAL IMPACT:

This project is exempt under the California Environmental Quality Act ("CEQA"), Class 1, Section 15301(c) as repair, maintenance, and minor alteration of existing streets, sidewalks, gutters, and similar facilities.

LEGAL REVIEW:

None.

PUBLIC NOTIFICATION:

Notifications and advertisement were performed as prescribed by law.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 3: Provide a quality infrastructure.

Prepared by: Han Sol Yoo, E.I.T., Associate Engineer

Reviewed by: Cesar Rangel P.E., Director of Public Works/City Engineer

Fiscal Impact Reviewed by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Stanford Avenue Storm Drain Repair Project Contract
- B. Tunnelworks Services, Inc. Proposal

**CITY OF STANTON
SHORT FORM CONSTRUCTION CONTRACT
STANFORD AVENUE STORM DRAIN REPAIR**

1. PARTIES AND DATE.

This Contract is made and entered into this ____ day of _____, 2023 by and between the City of Stanton, a municipal corporation organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, CA 90680 (“City”) and Tunnelworks Services, Inc., a Corporation, with its principal place of business at 13502-H Whittier Boulevard, Suite 165, Whittier, CA 90605 (“Contractor”). City and Contractor are sometimes individually referred to as “Party” and collectively as “Parties” in this Contract.

2. RECITALS.

2.1 City. City is a public agency organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose.

2.2 Contractor. Contractor desires to perform and assume responsibility for the provision of certain construction services required by the City on the terms and conditions set forth in this Contract. Contractor represents that it is duly licensed and experienced in providing storm drain repair related construction services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. The following license classifications are required for this Project: Class A.

2.3 Project. City desires to engage Contractor to render such services for the STANFORD AVENUE STORM DRAIN REPAIR (“Project”) as set forth in this Contract.

2.4 Project Documents & Certifications. Contractor has obtained, and delivers concurrently herewith, PAYMENT BOND, INSURANCE DOCUMENTS AND OTHER CERTIFICATIONS as required by the Contract.

3. TERMS**3.1 Compensation and Payment.**

3.1.1 Amount of Compensation. As consideration for performance of the Work required herein, City agrees to pay Contractor the Total Contract Price of Forty-Thousand Eight-Hundred Sixty-Seven Dollars and Fifty Cents (\$47,867.50) (“Total Contract Price”) provided that such amount shall be subject to adjustment pursuant to the applicable terms of this Contract or written change orders approved and signed in advance by the City.

3.1.2 Payment of Compensation. If the Work is scheduled for completion in thirty (30) or less calendar days, City will arrange for payment of the Total Contract Price upon completion and approval by City of the Work. If the Work is scheduled for completion in more than thirty (30) calendar days, City will pay Contractor on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, Contractor shall submit to the City an itemized application for payment in the format supplied by the City indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall

be supported by evidence which is required by this Contract and such other documentation as the City may require. The Contractor shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated. Contractor may be required to furnish a detailed schedule of values upon request of the City and in such detail and form as the City shall request, showing the quantities, unit prices, overhead, profit, and all other expenses involved in order to provide a basis for determining the amount of progress payments.

3.1.3 Prompt Payment. City shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code. However, no progress payments will be made for Work not completed in accordance with this Contract. Contractor shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

3.1.4 Contract Retentions. If this Contract is greater than Five Thousand dollars (\$5,000), from each approved progress estimate, five percent (5%) will be deducted and retained by the City, and the remainder will be paid to Contractor. All Contract retention shall be released and paid to Contractor and subcontractors pursuant to California Public Contract Code Section 7107.

3.1.5 Other Retentions. In addition to Contract retentions, the City may deduct from each progress payment an amount necessary to protect City from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the City in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract Price or within the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by City during the prosecution of the Work; (9) erroneous or false estimates by Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Contract; and (11) any other sums which the City is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.1.6 Substitutions for Contract Retentions. Pursuant to California Public Contract Code section 22300, Contractor may substitute securities for any money withheld by the City to ensure the performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, with the State or a federally chartered bank as the escrow agent, who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement between the escrow agent and the City, which provides that no portion of the securities shall be paid to Contractor until the City has certified to the escrow agent, in writing, that the Contract has been satisfactorily completed. The City shall certify that the Contract has been satisfactorily completed within sixty (60) days of work "completion" as defined in Section 7107(c) of the California Public Contract Code. Securities eligible for investment under this section shall be limited to those listed in Section 16430 of the Government Code, bank or savings & loan certificates of deposit, interest-bearing demand deposit accounts, stand-by letters of credit, or any other security mutually agreed to by Contractor.

3.1.7 Payment to Subcontractors. Contractor shall pay all subcontractors for and on account of work performed by such subcontractors in accordance with the terms of their respective subcontracts and as provided for in Section 7108.5 of the California Business and Professions Code. Such payments to subcontractors shall be based on the measurements and estimates made and progress payments provided to Contractor pursuant to this Contract.

3.1.8 Title to Work. As security for partial, progress, or other payments, title to Work for which such payments are made shall pass to the City at the time of payment. To the extent that title has not previously been vested in the City by reason of payments, full title shall pass to the City at delivery of the Work at the destination and time specified in this Contract. Such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. Contractor promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items. Such transfer of title shall not imply acceptance by the City, nor relieve Contractor from the responsibility to strictly comply with the Contract, and shall not relieve Contractor of responsibility for any loss of or damage to items.

3.1.9 Labor and Material Releases. Contractor shall furnish City with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Contract prior to final payment by City.

3.2 Incorporation of Documents. This Contract includes and hereby incorporates in full by reference the following documents, including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto:

- Services/Schedule (Exhibit "A")
- Plans and Specifications (Exhibit "B")
- Special Conditions (Exhibit "C")
- Contractor's Certificate Regarding Workers' Compensation (Exhibit "D")
- Payment and Performance Bonds (Exhibit "E")
- Addenda
- Change Orders executed by the City
- Latest Edition of the Standard Specifications for Public Works Construction (The Greenbook), Excluding Sections 1-9
- Notice Inviting Bids, if any
- Instructions to Bidders, if any
- Contractor's Bid

To the extent there is a conflict between any portions of this Contract, the order of precedence shall be as follows: change orders, special conditions, technical specifications, plans/construction drawings, general contract terms, scope of work, standard plans, advertisements for bid/proposals, bids/proposals or other documents submitted by Contractor.

3.3 Contractor's Basic Obligation; Scope of Work.

3.3.1 Scope of Work. Contractor promises and agrees, at its own cost and expense, to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project, including all structures and facilities necessary for the Project or described in the Contract (hereinafter sometimes referred to as the "Work"), for a Total Contract Price as specified pursuant to this Contract. All

Work shall be subject to, and performed in accordance with the above referenced documents, as well as the exhibits attached hereto and incorporated herein by reference. The plans and specifications for the Work are further described in Exhibit "B" attached hereto and incorporated herein by this reference. Special Conditions, if any, relating to the Work are described in Exhibit "C" attached hereto and incorporated herein by this reference.

3.3.2 Change in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition or deletion is approved in advance and in writing by a valid change order executed by the City.

3.3.3 Change Orders. Changes to the Contract Time (as defined in Section 3.3) or Total Contract Price shall be in the form of a written Change Order, either signed by both parties or issued unilaterally by the City. No adjustment shall be made to the Contract Time unless the delay impacts the critical path to completion and the delay was not caused in whole or in part by the Contractor. The City's liability to Contractor for delays for which the City is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. Failure to timely request a Change Order shall constitute a waiver of any right to adjust the Contract Time or the Total Contract Price. All requests for Change Orders shall be accompanied by detailed supporting documentation, including but not limited to payroll records, invoices, schedules, and any other documentation requested by the City for the purpose of determining the additional costs or the impact of any delay. If the change involves Work bid at a unit price, then the Total Contract Price shall be increased at the unit price. If there is no unit price, then the Total Contract Price shall be adjusted to account for costs actually incurred plus an allowed mark-up of fifteen percent (15%), which shall constitute the entire amount of profit, mark-ups, field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such work. Regardless of ownership, equipment rates shall not exceed the listed prevailing rates at local equipment rental agencies, or distributors, at the time the work is performed. Nothing herein shall prevent the Parties from agreeing to a lump sum cost.

3.3.4 Changes Ordered By City. City may at any time issue a written directive ordering additions, deletions, or changes to the Work. Contractor shall proceed with the work in accordance with the directive. To the extent the directive results in extra work or requires additional Contract Time, Contractor shall request a Change Order within seven (7) days of receiving the Work Directive. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.3.5 Changes Requested By Contractor. With respect to any matter that may involve or require an adjustment to the Contract Time or the Contract Price, Contractor shall provide written notice of the underlying facts and circumstances that gave rise to the potential change within seven (7) days or prior to the alteration of conditions, whichever is earlier. Failure to give notice shall constitute a waiver of Contractor's right to a change order. If any costs are not capable of being determined within seven (7) days, then Contractor shall request a Change Order within seven (7) days of when the costs are capable of being determined.

3.4 Substitutions/"Or Equal". Pursuant to Public Contract Code Section 3400(b), the City may make a finding that designates certain products, things, or services by specific brand or trade name. Unless specifically designated in this Contract, whenever any material, process,

or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal."

Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in this Contract. However, the City may have adopted certain uniform standards for certain materials, processes and articles. Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty-five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty-five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

The City has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the City in a timely fashion will result in the rejection of the proposed substitution.

Contractor shall bear all of the City's costs associated with the review of substitution requests. Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

3.5 Period of Performance and Liquidated Damages.

3.5.1 Contractor shall perform and complete all Work under this Contract within 5 days, beginning the effective date of the Notice to Proceed ("Contract Time"). Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or project milestones developed by the City. Such schedules or milestones may be included as part of Exhibits "A" or "B" attached hereto, or may be provided separately in writing to Contractor. Contractor agrees that if such Work is not completed within the aforementioned Contract Time and/or pursuant to any such completion schedule, construction schedule or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged and agreed that the City will suffer damage. Pursuant to Government Code Section 53069.85, Contractor shall pay to the City as fixed and liquidated damages the sum of Two Thousand Eight-Hundred Dollars (\$2,800) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule or Project milestones established pursuant to the Contract.

3.5.2 If Contractor is delayed in the performance or progress of the Work by a Force Majeure Event (as defined herein), then the Contractor shall be entitled to a time extension, as provided herein, when the Work stopped is on the critical path and shall not be charged liquidated damages. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays and the Contractor will not receive an adjustment to the Total Contract Price or any other compensation. Contractor must submit a timely request in accordance with the requirements of the Contract.

3.5.3 A Force Majeure Event shall mean an event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the work); (4) pandemics, epidemics or quarantine restrictions; and (5) strikes and other organized labor action occurring at the project site and the effects thereof on the work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority.

3.6 Standard of Performance; Performance of Employees. Contractor shall perform all Work under this Contract in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract. As provided for in the indemnification provisions of this Contract, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any work necessary to correct errors or omissions which are caused by Contractor's failure to comply with the standard of care provided for herein. Any employee who is determined by the City to be uncooperative, incompetent, a threat to the safety of persons or the Work, or any employee who fails or refuses to perform the Work in a manner acceptable to the City, shall be promptly removed from the Project by Contractor and shall not be re-employed on the Work.

3.7 Control and Payment of Subordinates; Contractual Relationship. City retains Contractor on an independent contractor basis and Contractor is not an employee of City. Any additional personnel performing the work governed by this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance under this Contract and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

3.8 City's Basic Obligation. City agrees to engage and does hereby engage Contractor as an independent contractor to furnish all materials and to perform all Work according to the terms and conditions herein contained for the sum set forth above. Except as otherwise provided in the Contract, the City shall pay to Contractor, as full consideration for the satisfactory

performance by Contractor of the services and obligations required by this Contract, the below-referenced compensation in accordance with compensation provisions set forth in the Contract.

3.9 Labor.

3.9.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720 et seq., and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Work is being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Contract. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. Contractor and any subcontractor shall forfeit a penalty of up to \$200 per calendar day or portion thereof for each worker paid less than the prevailing wage rates.

3.9.2 Apprenticeable Crafts. When Contractor employs workmen in an apprenticeable craft or trade, Contractor shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with Contractor. The Contractor or any subcontractor that is determined by the Labor Commissioner to have knowingly violated Section 1777.5 shall forfeit as a civil penalty an amount not exceeding \$100 for each full calendar day of noncompliance, or such greater amount as provided by law.

3.9.3 Hours of Work. Contractor is advised that eight (8) hours labor constitutes a legal day's work. Pursuant to Section 1813 of the California Labor Code, Contractor shall forfeit a penalty of \$25.00 per worker for each day that each worker is permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except when payment for overtime is made at not less than one and one-half (1-1/2) times the basic rate for that worker.

3.9.4 Payroll Records. Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with this section. Should noncompliance still be evident after such 10-day period, Contractor shall, as a penalty to City, forfeit not more than \$100.00 for each calendar day or portion thereof, for each worker, until strict compliance is effectuated. The amount of the forfeiture is to be determined by the Labor Commissioner. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to

defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on Contractor. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.9.5 Contractor and Subcontractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the DIR. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the DIR to perform public work. Contractor is directed to review, fill out and execute the Public Works Contractor Registration Certification attached hereto as Exhibit "E" prior to contract execution. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

3.9.6 Labor Compliance; Stop Orders. This Project is subject to compliance monitoring and enforcement by the DIR. It shall be the Contractor's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Contract and applicable law. Any stop orders issued by the DIR against Contractor or any subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any subcontractor.

3.10 Performance of Work; Jobsite Obligations.

3.10.1 Water Quality Management and Compliance.

3.10.1.1 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); local ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

3.10.1.2 Compliance with the Statewide Construction General Permit. Contractor shall comply with all conditions of the most recent iteration of the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity, issued by the California State Water Resources Control Board ("Permit"). It

shall be Contractor's sole responsibility to file a Notice of Intent and procure coverage under the Permit for all construction activity which results in the disturbance of more than one acre of total land area or which is part of a larger common area of development or sale. Prior to initiating work, Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) as required by the Permit. Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, and monitoring and reporting requirements as required by the Permit. The Permit requires the SWPPP to be a "living document" that changes as necessary to meet the conditions and requirements of the job site as it progresses through different phases of construction and is subject to different weather conditions. It shall be Contractor's sole responsibility to update the SWPPP as necessary to address conditions at the project site.

3.10.1.3 Other Water Quality Rules Regulations and Policies. Contractor shall comply with the lawful requirements of any applicable municipality, drainage City, or local agency regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

3.10.1.4 Cost of Compliance. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Work. Therefore, the Contractor, hereby acknowledges that it has investigated the risk arising from such waters and assumes any and all risks and liabilities arising therefrom.

3.10.1.5 Liability for Non-Compliance. Failure to comply with laws, regulations, standards, ordinances, and permits listed in Sections 3.10.1.1, 3.10.1.2, 3.10.1.3, and 3.10.1.4 of the Contract is a violation of federal and state law. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to defend, indemnify and hold harmless the City and its directors, officials, officers, employees, volunteers and agents for any alleged violations. In addition, City may seek damages from Contractor for any delay in completing the Work in accordance with the Contract, if such delay is caused by or related to Contractor's failure to comply with the Permit.

3.10.1.6 Reservation of Right to Defend. City reserves the right to defend any enforcement action brought against the City for Contractor's failure to comply with the Permit or any other relevant water quality law, regulation, or policy. Pursuant to the indemnification provisions of this Contract, Contractor hereby agrees to be bound by, and to reimburse the City for the costs (including the City's attorney's fees) associated with, any settlement reached between the City and the relevant enforcement entity.

3.10.1.7 Training. In addition to the standard of performance requirements set forth in this Contract, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the work assigned to them without impacting water quality in violation of the laws, regulations and policies described in paragraph 3.10.1. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in paragraph 3.10.1 as they may relate to the Work provided under this Contract. Upon request, City will provide the Contractor with a list of training programs that meet the requirements of this paragraph.

3.10.2 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the

specifications relating to safety measures applicable in particular operations or kinds of work. In carrying out its Work, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which the Work is to be performed. Safety precautions as applicable shall include, but shall not be limited to, adequate life protection and lifesaving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees, such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. Furthermore, Contractor shall prominently display the names and telephone numbers of at least two medical doctors practicing in the vicinity of the Project, as well as the telephone number of the local ambulance service, adjacent to all telephones at the Project site.

3.10.3 Laws and Regulations. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work. If Contractor observes that the drawings or specifications are at variance with any law, rule or regulation, it shall promptly notify the City in writing. Any necessary changes shall be made by written change order. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.10.4 Permits and Licenses. Contractor shall be responsible for securing City permits and licenses necessary to perform the Work described herein, including, but not limited to, a City Business License. While Contractor will not be charged a fee for any City permits, Contractor shall pay the City's applicable business license fee. Any ineligible contractor or subcontractor pursuant to Labor Code Sections 1777.1 and 1777.7 may not perform work on this Project.

3.10.5 Trenching Work. If the Total Contract Price exceeds \$25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

3.10.6 Hazardous Materials and Differing Conditions. As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to

disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

3.10.7 Underground Utility Facilities. To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

3.10.8 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Although CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to “portable equipment”, which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Contract.

3.10.9 State Recycling Mandates. Contractor shall comply with State Recycling Mandates. Any recyclable materials/debris collected by the contractor that can be feasibly diverted via reuse or recycling must be hauled by the appropriate handler for reuse or recycling.

3.10.10 Inspection Of Site. Contractor has visited sites where Work is to be performed and has become acquainted with all conditions affecting the Work. Contractor warrants that it has made such examinations as it deems necessary to determine the condition of the Work sites, its accessibility to materials, workmen and equipment, and to determine the Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters.

3.10.11 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any work or altering the condition.

3.11 Completion of Work. When Contractor determines that it has completed the Work required herein, Contractor shall so notify City in writing and shall furnish all labor and material releases required by this Contract. City shall thereupon inspect the Work. If the Work is not acceptable to the City, the City shall indicate to Contractor in writing the specific portions or

items of Work which are unsatisfactory or incomplete. Once Contractor determines that it has completed the incomplete or unsatisfactory Work, Contractor may request a re-inspection by the City. Once the Work is acceptable to City, City shall pay to Contractor the Total Contract Price remaining to be paid, less any amount which City may be authorized or directed by law to retain. Payment of retention proceeds due to Contractor shall be made in accordance with Section 7107 of the California Public Contract Code.

3.12 Claims; Government Code Claim Compliance.

3.12.1 Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

3.12.2 Claims. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

3.12.3 Filing Claims. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

3.12.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

3.12.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

3.12.4.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings

(C) Clarifications (Requests for Information)

(D) Schedules

(E) Other

3.12.4.3 Chronology of events and correspondence

3.12.4.4 Analysis of claim merit

3.12.4.5 Analysis of claim cost, including calculations and supporting documents

3.12.4.6 Time impact analysis in CPM format

3.12.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

3.12.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

3.12.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

3.12.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

3.12.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding

mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

3.12.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

3.12.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

3.12.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

3.12.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

3.12.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

3.12.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

3.12.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

3.12.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3.12.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

3.12.10 Government Code Claim Procedures.

3.12.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

3.12.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

3.12.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

3.12.10.4 **A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

3.12.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

3.13 Loss and Damage. Except as may otherwise be limited by law, Contractor shall be responsible for all loss and damage which may arise out of the nature of the Work agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Work until the same is fully completed and accepted by City. In the event of damage proximately caused by an Act of God, as defined by Section 7105 of the Public Contract Code, the City may terminate this Contract pursuant to the termination provisions in this Contract; provided, however, that the City needs to provide Contractor with only one (1) day advanced written notice.

3.14 Indemnification.

3.14.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and

harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Contract, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to such loss or damage which is caused by the sole or active negligence or willful misconduct of the City.

3.14.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Contract, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.15 Insurance.

3.15.1 Time for Compliance. Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Contract for cause.

3.15.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage:

3.15.2.1 Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01) OR Insurance Services Office Owners and Contractors Protective Liability Coverage Form (CG 00 09 11 88) (coverage for operations of designated contractor); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto); (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and

Employer's Liability Insurance; and (4) *Builders'/All Risk*: Builders'/All Risk insurance covering for all risks of loss, including explosion, collapse, underground excavation and removal of lateral support (and including earthquakes and floods if requested by the City). Policies shall not contain exclusions contrary to this Contract.

3.15.2.2 Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage; (2) *Automobile Liability*: \$1,000,000 per accident for bodily injury and property damage; (3) *Workers' Compensation and Employer's Liability*: Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease; and (4) *Builders'/All Risk*: Completed value of the project. Defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the parties required to be named as additional insureds pursuant to this Contract.

3.15.2.3 Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Contract does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Contract.

3.15.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions to the insurance policies:

3.15.3.1 General Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status using ISO endorsements CG20 10 10 01 plus CG20 37 10 01, or endorsements providing the exact same coverage, with respect to the Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

3.15.3.2 Automobile Liability. (1) Such policy shall give the City, its officials, employees, agents and volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor

or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

3.15.3.3 Workers' Compensation and Employer's Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

3.15.3.4 All Coverages. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and volunteers.

3.15.4 Builders'/All Risk Policy Requirements. The builders'/all risk insurance shall provide that the City be named as loss payee. In addition, the insurer shall waive all rights of subrogation against the City.

3.15.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and volunteers.

3.15.6 Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than \$1,000,000 per occurrence. This insurance shall name the City, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

3.15.7 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and authorized volunteers; or (2) the Contractor shall procure a bond or other financial guarantee acceptable to the City guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.15.8 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

3.15.9 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.15.10 Subcontractors. All subcontractors shall meet the requirements of this Section before commencing Work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

3.15.11 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Work under this Contract.

3.16 Bond Requirements.

3.16.1 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Payment Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.2 Performance Bond. If specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Contract a Performance Bond in an amount required by the City and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until the bond has been received and approved by the City.

3.16.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the effected bond within (ten) 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Contract until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the Total Contract Price is increased in accordance with the Contract, Contractor shall, upon request of the City, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. If Contractor fails to furnish any required bond, the City may terminate the Contract for cause.

3.16.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer

will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.17 Warranty. Contractor warrants all Work under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Contract, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.18 Employee/Labor Certifications.

3.18.1 Contractor's Labor Certification. By its signature hereunder, Contractor certifies that he is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Work. A certification form for this purpose, which is attached to this Contract as Exhibit "D" and incorporated herein by reference, shall be executed simultaneously with this Contract.

3.18.2 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.18.3 Verification of Employment Eligibility. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors and sub-subcontractors to comply with the same.

3.19 Termination. This Contract may be terminated by City at any time, either with our without cause, by giving Contractor three (3) days advance written notice. In the event of termination by City for any reason other than the fault of Contractor, City shall pay Contractor for all Work performed up to that time as provided herein. In the event of breach of the Contract by Contractor, City may terminate the Contract immediately without notice, may reduce payment to Contractor in the amount necessary to offset City's resulting damages, and may pursue any other available recourse against Contractor. Contractor may not terminate this Contract except for cause. In the event this Contract is terminated in whole or in part as provided, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated. Further, if this Contract is terminated as provided, City may require Contractor to provide all finished or unfinished documents, data, diagrams, drawings, materials or other matter prepared or built by Contractor in connection with its performance of this Contract. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.20 General Provisions.

3.20.1 City's Representative. The City hereby designates the Public Works Director, or his or her designee, to act as its representative for the performance of this Contract ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.20.2 Contractor's Representative. Before starting the Work, Contractor shall submit in writing the name, qualifications and experience of its proposed representative who shall be subject to the review and approval of the City ("Contractor's Representative"). Following approval by the City, Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Contract. Contractor's Representative shall supervise and direct the Work, using his best skill and attention, and shall be responsible for all construction means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Contract. Contractor's Representative shall devote full time to the Project and either he or his designee, who shall be acceptable to the City, shall be present at the Work site at all times that any Work is in progress and at any time that any employee or subcontractor of Contractor is present at the Work site. Arrangements for responsible supervision, acceptable to the City, shall be made for emergency Work which may be required. Should Contractor desire to change its Contractor's Representative, Contractor shall provide the information specified above and obtain the City's written approval.

3.20.3 Contract Interpretation. Should any question arise regarding the meaning or import of any of the provisions of this Contract or written or oral instructions from City, the matter shall be referred to City's Representative, whose decision shall be binding upon Contractor.

3.20.4 Anti-Trust Claims. This provision shall be operative if this Contract is applicable to California Public Contract Code Section 7103.5. In entering into this Contract to

supply goods, services or materials, Contractor hereby offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the City tender final payment to Contractor, without further acknowledgment by the Parties.

3.20.5 Notices. All notices hereunder and communications regarding interpretation of the terms of the Contract or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CONTRACTOR:

TUNNELWORKS SERVICES, INC.
13502-H WHITTIER BOULEVARD, SUITE 165
WHITTIER, CA 90605
ATTN: JEFF RUBIO, VICE PRESIDENT

CITY:

CITY OF STANTON
7800 KATELLA AVENUE
STANTON, CA 90680
ATTN: CESAR RANGEL, PUBLIC WORKS DIRECTOR

Any notice so given shall be considered received by the other Party three (3) days after deposit in the U.S. Mail as stated above and addressed to the Party at the above address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.20.6 Time of Essence. Time is of the essence in the performance of this Contract.

3.20.7 Assignment Forbidden. Contractor shall not, either voluntarily or by action of law, assign or transfer this Contract or any obligation, right, title or interest assumed by Contractor herein without the prior written consent of City. If Contractor attempts an assignment or transfer of this Contract or any obligation, right, title or interest herein, City may, at its option, terminate and revoke the Contract and shall thereupon be relieved from any and all obligations to Contractor or its assignee or transferee.

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

3.20.9 Laws; Venue. This Contract shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Contract, the action shall be brought in a state or federal court situated in the County of Orange, State of California.

3.20.10 Attorneys' Fees. If either Party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement,

the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.20.11 Counterparts. This Contract may be executed in counterparts, each of which shall constitute an original.

3.20.12 Successors. The Parties do for themselves, their heirs, executors, administrators, successors, and assigns agree to the full performance of all of the provisions contained in this Contract.

3.20.13 Solicitation. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability.

3.20.14 Conflict of Interest. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City shall have the right to rescind this Contract without liability. For the term of this Contract, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Contract, or obtain any present or anticipated material benefit arising therefrom. In addition, Contractor agrees to file, or to cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Work.

3.20.15 Certification of License.

3.20.15.1 Contractor certifies that as of the date of execution of this Contract, Contractor has a current contractor's license of the classification indicated below under Contractor's signature.

3.20.15.2 Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

3.20.16 Authority to Enter Contract. Each Party warrants that the individuals who have signed this Contract have the legal power, right and authority to make this Contract and bind each respective Party.

3.20.17 Entire Contract; Modification. This Contract contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior

negotiations, understandings or agreements. This Contract may only be modified by a writing signed by both Parties.

3.20.18 Non-Waiver. None of the provisions of this Contract shall be considered waived by either party, unless such waiver is specifically specified in writing.

3.20.19 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project or other projects.

[Signatures on Next Page]

**SIGNATURE PAGE FOR CONSTRUCTION CONTRACT
BETWEEN THE CITY OF STANTON
AND TUNNELWORKS SERVICES INC.**

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

CITY OF STANTON

TUNNELWORKS SERVICES INC.

Approved:

By: _____

By: _____
Hannah Shin-Heydorn
City Manager

Its: _____

Printed Name: _____

ATTESTED:

By: _____

Its: _____

Printed Name: _____

By: _____
Patricia Vazquez
City Clerk

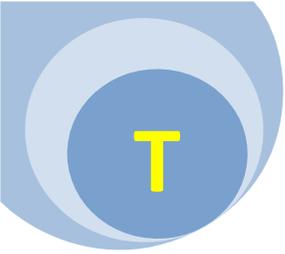
Contractor's License Number and
Classification

APPROVED AS TO FORM:

DIR Registration Number

Best Best & Krieger LLP
City Attorney

EXHIBIT "A"
SERVICES / SCHEDULE



Tunnelworks Services Inc

Tunnelworks Services: CCTV, Cleaning & Trenchless Lining Pipeline Repair
License No.: 963734-A

October 18, 2023 REVISED

City of Stanton
Attn: Manuel Armenta

Project Name: Stanton Storm Drain Lining
Subject: UV CIPP Lining Two Storm Drains

Tunnelworks Services (Tws) is pleased to offer the following proposal to clean, CIPP Line & Post TV (2) 10/16- inch Oval Storm drains near Beach Blvd & Stanford Ave. Includes traffic control setup per standard MUTCD/ Caltrans standards.
Shot #1 – 0+00 to CB-A 35'
Shot #2 – 0+00 to CB-B 55'

Scope of work:

We hereby propose to furnish all material and labor necessary for the completion of the following in accordance with project specification. The below items include all labor, standard traffic control, preparation of pipe segment for lining. A Pan /tilt and push camera will be used as a combined effort to fully televise the Sewer pipeline. Televising will conform to Section 500-1.1.5 of the Standard Specifications for public works Construction (Green Book).

Estimate:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1	Pre & Post TV Inspection	1	LS	\$1,200	\$1,200
2	UV CIPP line (2) 10/16 inch oval CMP pipes	1	LS	\$45,500	\$45,500
3	Payment Bond 2.5%	1	LS	\$1,167.50	\$1,167.50
TOTAL					\$47,867.50

Exclusions:

- Caltrans permits.
- Tws is not responsible for pre-existing condition of pipe.

Assumptions:

- Approximately 2 days to complete work.
- All camera equipment conforms to OSHA's Title 8 Approval Requirements for electrical safety.
- Win Can software will be used for inspection reports and video capture (MPEG format).

If you have any questions Please call me at (562)553-2734 or send email to jeff@tunnelworksinc.com.
References available upon request.

Respectfully,

Jeff Rubio

Jeff Rubio
Vice President

EXHIBIT "B"

PLANS AND SPECIFICATIONS

PER STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK")

EXHIBIT "C"
SPECIAL CONDITIONS

ARTICLE 1. BONDS

Concurrently with this Contract, the Contractor shall deliver to the City four identical counterparts of the Payment Bond on the forms supplied by the City and included as Exhibit "E" to the Contract. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The the Payment Bond shall be for one hundred percent (100%) of the Total Contract Price.

EXHIBIT "D"
CERTIFICATION
LABOR CODE - SECTION 1861

I, the undersigned Contractor, am aware of the provisions of Section 3700, et seq., of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work on this Contract.

TUNNELWORKS SERVICES, INC.

By: _____
Signature

Name (Print)

Title (Print)

EXHIBIT "E"
PAYMENT BONDS

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

THAT WHEREAS, the City of Stanton (hereinafter referred to as "City") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for the STANFORD AVENUE STORM DRAIN REPAIR PROJECT (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$ _____) 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 said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining

or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

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

(Corporate Seal) _____

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

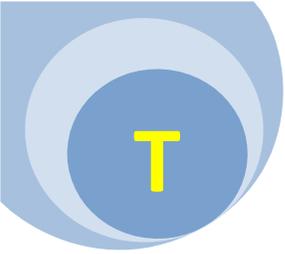
By _____

Attorney-in-Fact

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.



Tunnelworks Services Inc

Tunnelworks Services: CCTV, Cleaning & Trenchless Lining Pipeline Repair

License No.: 963734-A

October 18, 2023 REVISED

City of Stanton

Attn: Manuel Armenta

Project Name: Stanton Storm Drain Lining

Subject: UV CIPP Lining Two Storm Drains

Tunnelworks Services (Tws) is pleased to offer the following proposal to clean, CIPP Line & Post TV (2) 10/16- inch Oval Storm drains near Beach Blvd & Stanford Ave. Includes traffic control setup per standard MUTCD/ Caltrans standards.

Shot #1 – 0+00 to CB-A 35’

Shot #2 – 0+00 to CB-B 55’

Scope of work:

We hereby propose to furnish all material and labor necessary for the completion of the following in accordance with project specification. The below items include all labor, standard traffic control, preparation of pipe segment for lining. A Pan /tilt and push camera will be used as a combined effort to fully televise the Sewer pipeline. Televising will conform to Section 500-1.1.5 of the Standard Specifications for public works Construction (Green Book).

Estimate:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extended Amount</u>
1	Pre & Post TV Inspection	1	LS	\$1,200	\$1,200
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3	Payment Bond 2.5%	1	LS	\$1,167.50	\$1,167.50
TOTAL					\$47,867.50

Exclusions:

- Caltrans permits.
- Tws is not responsible for pre-existing condition of pipe.

Assumptions:

- Approximately 2 days to complete work.
- All camera equipment conforms to OSHA’s Title 8 Approval Requirements for electrical safety.
- Win Can software will be used for inspection reports and video capture (MPEGformat).

If you have any questions Please call me at (562)553-2734 or send email to jeff@tunnelworksinc.com.

References available upon request.

Respectfully,

Jeff Rubio

Jeff Rubio

Vice President

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 28, 2023

SUBJECT: THIRD AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH WILLDAN FINANCIAL SERVICES FOR THE PREPARATION OF AN OVERHEAD COST ALLOCATION PLAN AND COMPREHENSIVE USER FEE STUDY

REPORT IN BRIEF:

The City Council will consider approving the Third Amendment to the Professional Services Agreement (“Agreement”) with Willdan Financial Services (“Willdan”) for the preparation of an overhead cost allocation plan and comprehensive user fee study. The Third Amendment increases the total not-to-exceed compensation amount by \$5,200 from \$34,680 to \$39,880 (Attachment A). Willdan’s original Agreement was approved by the City Council on January 12, 2021. Willdan used the City’s Fiscal Year 2021/22 Adopted Budget to complete the overhead cost allocation plan and the City’s estimated actual cost for services to calculate appropriate user fees. Due to the delay in completing the project based upon staff turnover, staff recommends updating the calculations to reflect the City’s Fiscal Year 2023/24 Adopted Budget. The cost to update is \$5,200.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Authorize the City Manager to execute the Third Amendment to the Professional Services Agreement with Willdan for the preparation of an overhead cost allocation plan and a comprehensive user fee study.

BACKGROUND:

On January 12, 2021, the City Council approved an agreement with Willdan for the preparation of an overhead cost allocation plan and comprehensive user fee study. Willdan completed the overhead cost allocation plan in 2021 using the City’s Fiscal Year 2021/22 Adopted Budget. In addition, Willdan utilized the amounts from the City’s Fiscal Year 2021/22 Adopted Budget to compute the actual cost of services for personnel and

vendors. The comprehensive user fee study was near completion in Fall 2022 when both the Public Works Director and Community & Economic Development Director positions became vacant. The project was placed on hold over the last year as the positions were filled and the new Directors reviewed the information prior staff provided to Willdan. To ensure the most accurate personnel costs are included in the calculations for cost recovery, staff is recommending updating the estimated actual cost of services to reflect the City's Fiscal Year 2023/24 Adopted Budget. The additional cost for this revision is \$5,200.

FISCAL IMPACT:

Funding is available in the Finance Department's budget from salary savings from vacant positions.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

The City Attorney reviewed the amendment as to form.

PUBLIC NOTIFICATION:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 4: Ensure fiscal stability and efficiency in governance.

Prepared by: Michelle Bannigan, Finance Director

Approved by: Hannah Shin-Heydorn, City Manager

Attachments:

- A. Third Amendment to Agreement for Professional Consultant Services
- B. Professional Services Agreement (including the First Amendment)

CITY OF STANTON**THIRD AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES****1. PARTIES AND DATE.**

This Third Amendment to the Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study (“Third Amendment”), is made and entered into on this 28th day of November, 2023, by and between the City of Stanton (hereinafter referred to as the “City”) and Willdan Financial Services, a California Corporation, with its principal place of business at 27368 Via Industria, Suite 200, Temecula, California 92590 (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study dated January 12, 2021 (“Agreement”).

2.2 First Amendment. The Parties entered into a First Amendment to Agreement on June 28, 2022, in order to extend the term of the Agreement to June 30, 2023.

2.3 Second Amendment. The Parties entered into a Second Amendment to the Agreement on June 27, 2023, in order to extend the term of the Agreement to June 30, 2024.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to modify the total compensation of the Agreement.

3. TERMS

3.1 Compensation. Section 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

“Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in “Exhibit C” attached hereto and incorporated herein for reference. The total compensation shall not exceed **THIRTY-NINE THOUSAND EIGHT HUNDRED EIGHTY DOLLARS (\$39,880)** (“Total Compensation”) without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.”

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Third Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for Consultant Services on this 28th day of November, 2023.

CITY OF STANTON

WILLDAN FINANCIAL SERVICES

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Chris Fisher
Vice President

By: _____
Rebekah Smith
Assistant Secretary

ATTEST:

By: _____
Patricia Vazquez
City Clerk

APPROVED AS TO FORM:

By: _____
HongDao Nguyen
Best Best & Krieger LLP
City Attorney

Click here to return to the agenda.

CITY OF STANTON

SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

1. PARTIES AND DATE.

This Second Amendment to the Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study (“Second Amendment”), is made and entered into on this 27th day of June, 2023, by and between the City of Stanton (hereinafter referred to as the “City”) and Willdan Financial Services, a California Corporation, with its principal place of business at 27368 Via Industria, Suite 200, Temecula, California 92590 (hereinafter referred to as the “Consultant”). City and Consultant are sometimes collectively referred to herein as the “Parties.”

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study dated January 12, 2021 (“Agreement”).

2.2 First Amendment. The Parties entered into a First Amendment to Agreement on June 28, 2022, in order to extend the term of the Agreement to June 30, 2023.

2.3 Second Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

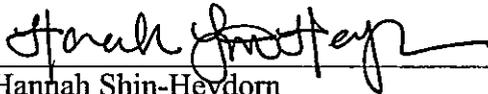
“The term of this Agreement shall be from January 12, 2021 to June 30, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.”

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for Consultant Services on this 28th day of June, 2023.

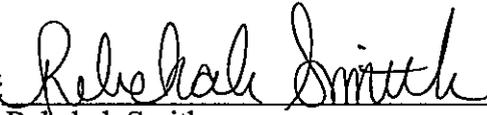
SIGNATURES ON FOLLOWING PAGE

CITY OF STANTON

By: 
Hannah Shin-Heydorn
City Manager

WILLDAN FINANCIAL SERVICES

By: 
Chris Fisher
Vice President

By: 
Rebekah Smith
Assistant Secretary

ATTEST:

By: 
Patricia Vazquez
City Clerk



APPROVED AS TO FORM:

By: 
HongDao Nguyen
Best Best & Krieger LLP
City Attorney



CITY OF STANTON

**FIRST AMENDMENT TO
AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

1. PARTIES AND DATE.

This First Amendment to Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study ("First Amendment"), is made and entered into on this 28th day of June, 2022, by and between the City of Stanton (hereinafter referred to as the "City") and Willdan Financial Services, a California Corporation, with its principal place of business at 27368 Via Industria, Suite 200, Temecula, California 92590 (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

2. RECITALS.

2.1 Agreement. The Parties entered into that certain Professional Services Agreement for Overhead Cost Allocation Plan and Comprehensive Fee Study dated January 12, 2021 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement, and assign the Agreement to Consultant.

3. TERMS.

3.1 Term. Section 3.1.2 of the Agreement is hereby amended in its entirety to read as follows:

"The term of this Agreement shall be from January 12, 2021 to June 30, 2023, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines."

3.2 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Agreement for Consultant Services on this 28th day of June, 2022.

SIGNATURES ON FOLLOWING PAGE



CITY OF STANTON

By: 

Zenia Bobadilla
Interim City Manager

WILLDAN FINANCIAL SERVICES

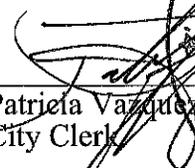
By: 

Chris Fisher
Vice President

By: 

Rebekah Smith
Assistant Secretary

ATTEST:

By: 

Patriela Vazquez
City Clerk



APPROVED AS TO FORM:

By: 

HongDao Nguyen
Best Best & Krieger LLP
City Attorney



**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
OVERHEAD COST ALLOCATION PLAN AND COMPREHENSIVE FEE STUDY**

1. PARTIES AND DATE.

This Agreement is made and entered into this 12th day of January, 2021, by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 ("City") and **Willdan Financial Services**], a **California Corporation**, with its principal place of business at **27368 Via Industria, Suite 200, Temecula, California 92590** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of professional consultant services related to the preparation of an overhead cost allocation plan and comprehensive fee study required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional consultant services related to the preparation of an overhead cost allocation plan and comprehensive fee study to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the **preparation of an overhead cost allocation plan and comprehensive fee study** project ("Project") as set forth in this Agreement. (Refer to Exhibit A for the scope of work.)

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional consultant services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from the date of the agreement to **September 30, 2021**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.



3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: **Chris Fisher, Tony Thrasher, Carlos Villarreal, Priti Patel, and Robert Quaid.**

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates **Michelle Bannigan, Finance**



Director, or her designee, as the City's contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Chris Fisher, Vice President**, or his designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.



3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

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

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1) with minimum limits of \$1,000,000 each accident.
- (c) **Professional Liability:** Professional Liability insurance with minimum limits of \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.).

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



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

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

- (a) The policy or policies of insurance required by Section 3.2.10.2 (a) Commercial General Liability and (c) Contractor's Pollution Liability shall be endorsed to provide the following:

- (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

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

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

- (b) The policy or policies of insurance required by Section 3.2.10.2 (b) Automobile Liability and (d) Professional Liability shall be endorsed to provide the following:

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

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers' Compensation shall be endorsed to provide the following:

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

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day



written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

3.2.10.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.8 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

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

3.2.10.10 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be



responsible for causing Subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **THIRTY-FOUR THOUSAND SIX HUNDRED EIGHTY DOLLARS (\$34,680)** ("Total Compensation") without written approval of City's **City Manager**. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance"



projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees, agents and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.



3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590
Attn.: Chris Fisher, Vice President

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Michelle Bannigan, Finance Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related



industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its 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 Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that



arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

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

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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

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

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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



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

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

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

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.



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

[Signatures on following page.]



IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 18th day of January, 2021.

CITY OF STANTON

WILLDAN FINANCIAL SERVICES

By: [Signature]
Jarad Hildenbrand
City Manager

By: [Signature]
Chris Fisher
Vice President

ATTEST:

By: [Signature]
Rebekah Smith
Assistant Secretary

By: [Signature]
Patricia Vazquez
City Clerk



APPROVED AS TO FORM:

By: [Signature]
HongDao Nguyen
Best Best & Krieger LLP
City Attorney



D. Questions Response to the Scope of Services

Project Understanding

Willdan Financial Services ("Willdan") is confident that we can meet the City of Stanton's request for services for an Overhead Cost Allocation Plan and Comprehensive User Fee Study. ***The overall objective of this project will be to develop an updated schedule of fees for City services, that accounts for the true costs of providing those services.***

The end products will include user-friendly Excel-based models, which City staff will retain, and which can be easily updated to add or remove services and/or costs, update budgets in future years, determine the proper allocation of expenditures, and on-going full cost of services provided by the City. Most importantly, we will ensure that the results and recommendations are clear and understandable, defensible, and easily implementable.

For these studies, we will meet directly with departmental representatives at the City at the beginning of the project, to discuss the approach and process for the studies. Discussions will include ways to combine tasks and efforts among the cost allocation plan and user fee study components to maximize efficiencies and ensure adherence to specified timelines.

A key building block of the calculation of updated fees is the development of defensible indirect overhead rates that reflect the cost of support services provided by the City's central service departments to the operating groups that provide end-user services to the public and customers of the City.

The completion of a CAP is a key component and first step in the analysis necessary to calculate the cost of providing services. ***A well thought out CAP ensures that indirect costs associated with central overhead services, such as finance or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services.*** We will work collaboratively with City staff to identify the overhead support services that are provided to operating departments in Stanton and develop a fair and defensible means of allocating these costs. Our unique model allows us to provide a CAP that will also be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as OMB A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. The new circular did not completely overhaul the guidelines, and the intent is still the same, but it did add new limitations to consider and incorporate into a compliant CAP.

Rather than a costly and inflexible proprietary software, which can require expensive licensing fees, Willdan builds models utilizing Excel, from the ground up, employing the City's budget as the gauge. This model, which is then the City's to retain, gives City Staff the control to make on-the-fly adjustments and updates.

For the Comprehensive Fee Study, we will work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved. By carefully examining these processes, we will be able to identify associated costs such as direct staff costs (salaries and benefits) associated with personnel involved in the activities, and appropriate overhead allocations from both the department and city levels.

For a successful and effective engagement, it is important to have a thorough understanding of specific City policies and objectives, the structure and organization of the City, and the relationships between the central and operating departments. We bring years of successful experience working directly with hundreds of cities throughout California.

Willdan possesses the resources, practical experience, creative thinking, and collaborative consulting skills necessary to complete this important project. Key distinct advantages that Willdan brings to the City include the following:

On-site Data Gathering

Our experience has taught us that working together, via face-to-face discussions, is the most efficient and thorough way to ensure that results are accurate, and that studies are completed in a timely manner, which again, is critical in this proposed engagement.

Consequently, through on-site interviews with your staff, Willdan will collect the majority of required data for studies. This method is better than the typical "time and motion surveys" that are provided to agency staff when studies like these are conducted. This process ensures that we gather the data we need in one coordinated step, rather than having to go through repeated follow-up and clarification.

This approach and the dedication of our staff will help ensure we meet the City's timeline and objectives and provide important information to City staff and the Council as soon as possible.

Public Engagement

Our models and project approach are geared toward delivering our work on schedule and presenting our analysis results at public meetings and Council workshops. While we understand that the City Council and local business community may be generally supportive of increasing fees where necessary, it will be important to present recommendations to them in a way that clearly demonstrates the rationale and supporting analysis.

The Willdan Team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and facilitates discussion. Our proposed principal-in-charge for this engagement has coordinated or participated in numerous public and staff workshops regarding fees and cost of service-based charges. As previously mentioned, our objective is to provide useful, detailed information, and present recommendations to the City Council and public in a way that clearly demonstrates the rationale and supporting analysis. Our experience ensures that we can meet this objective.

User-friendly Models and Reports

Willdan prides itself on creating user-friendly Excel-based models that the City can retain and **conducting our analysis and developing the models collaboratively with City staff**. With City staff's immediate input and collaboration, Willdan will design extremely flexible, intuitive Excel-based models. In the future, as the City assumes new responsibilities, modifies existing processes, and/or eliminates unnecessary services or programs, the models will be capable of adding or deleting funds, objects, departments, programs, staff positions, and activities. Willdan understands that issues facing the City are unique; consequently, we design our models to match your immediate and desired needs to ensure that end-results exceed staff expectations rather than using an inflexible proprietary software.

The model will be developed to allow the City to run "what-if" scenarios to address possible changes in staffing levels, working hours, etc.

These models are then the City's to retain, after our services are completed, and allows for the creation of revenue projections, highlighting potential new revenues, and levels of subsidy.

A key element of these studies is presenting results and recommendations in a straightforward manner, that allows Council and staff to confidently make fee setting policy decisions and understand the impacts of those decisions. Rather than using an inflexible proprietary software program, we construct our models from the ground up, as previously discussed, mirroring the City's budget format wherever possible. As a result, the information contained in our models are easy for City staff to interpret, and the familiar software ensures ease of navigation. As the models are being designed and constructed, we will work together with City staff to determine the best and most effective features to include. After the project is completed, we will provide training, so that staff can independently and efficiently evaluate the effects of changes in certain factors. Created directly from the models, our reports clearly and graphically illustrate the full cost recovery level of fee programs and provide projections of revenue from fee programs.

Project Methodologies

The following describes our proposed approach, and work plan to prepare an Cost Allocation Plan and Comprehensive User Fee Study.

Cost Allocation Plan Methodology

The purpose of this cost allocation plan engagement is to ensure that the City of Stanton is maximizing the recovery of indirect costs from identified operating departments, as well as enterprise and other chargeable funds and capital projects. Furthermore, a sound cost allocation plan is a foundational element of a user fee study, and the development of internal hourly rates, including CIP billing rates. We will work closely with staff in identifying the proper balance of allocation factors appropriate for the City.

To achieve the maximum cost recovery objective, the City must have a method of identifying and distributing administrative costs that is fair, comprehensive, well documented, and fully defensible. A cost allocation plan coupled with comprehensive overhead rates will enable the City to achieve this goal.

The allocation models utilize an iterative method which is the most accurate allocation methodology. Unlike a direct or "step-down" methodology, an iterative method uses the chosen distribution bases and allocates central service costs iteratively until all allocable costs have been distributed.

Using this method, the model can detail the allocation for each central function individually for complete transparency and accountability, while removing bias that might result from the order in which allocations occur in a step-down approach. A direct methodology is essentially a one-iteration methodology, while a step-down method is typically only two iterations and is less precise and unable to accurately track the allocations from start to finish.

Approach for Managing the Project

Willdan's "hands-on" supervision of Cost Allocation Plan studies, include the following methods:

- **Effective Project Management** — Principal-in-Charge Chris Fisher will manage the entire project with an eye toward high responsiveness, while ensuring that all stakeholders are "on board" with the direction of the project, as well as with the final results. Mr. Fisher will ensure that regular status updates are provided to City staff, conference calls are scheduled, and that in-person meetings are conducted (as necessary).
- **Adherence to Time Schedule** — Willdan recognizes that the use of "timelines" is highly effective in meeting all required deadlines. To keep the project on schedule, there are several tasks that must be completed in a timely manner. Therefore, we will present a project timeline at the kick-off meeting that should be closely followed.

Although the establishment of an experienced project team and a detailed project timeline work extremely well in general, Willdan understands that outside influences can create uncontrollable situations for everyone involved in the project. In rare circumstances like these, our team quickly adapts to changes, and communicates our recommended schedule adjustments to the City.

Approach in Communicating with the City

Willdan staff is accustomed to interfacing with local government councils, boards, staff, community organizations, and the public in general in a friendly and helpful manner; we are always mindful that we represent the public agency.

We are sensitive to the need of delivering a quality product, with the highest level of service and professionalism. Therefore, as the work on the project progresses, we understand that it will be necessary for our staff to work closely with you and City personnel. To accomplish this, we employ a variety of tools, including monitoring project status and budget costs; and ensuring effective communication through several options that are based on the City's preferences.

Experience with Development Service Processes

A unique aspect of our firm is our relationship with our Engineering Division. For many agencies throughout California and other Western states, this division provides contracted services in planning, engineering, and building and safety. When conducting cost recovery studies, we regularly consult with our engineering and land-development staff of experts on development-related issues. By working with our planners, engineers, and building officials, we understand development-related agency service procedures and workflow functions, which often make the entire user fee study process smoother for your staff.

Comprehensive User Fee Study Methodology

To comprehensively update fees, the City should develop a comprehensive user fee schedule that accurately accounts for the true cost of providing services. Once the study is complete, the fee study model must be flexible so that the City can add, delete, and revise fees in the future. To meet this goal, we will bring our expertise and unique perspectives to your fee study by approaching the project with these three principles:

1) *Defensibility*

Our user fee projects have not been legally challenged since the inception of this practice area in our firm. We have accomplished this by closely working with legal counsel familiar with user fee studies, our engineering division and with agency staff. In this way, we can tailor the correct approach to ensure full cost recovery combined with a sound and reasonable basis for each user fee you implement.

While Proposition 218 does not directly apply to non-property-related fees, we employ principles from this important constitutional article to make certain that your user fee and rate schedule is developed with fairness, equity, and proportionate cost recovery principles in mind. With the addition of Proposition 26, Willdan will review each analyzed user fee for compliance and appropriateness to ensure continued defensibility.

2) *Project and Staff Time*

The City must have a sound and technically defensible fee schedule to ensure costs are appropriately recovered, as applicants approach the City for its services. Our standards and approaches serve to get to the issues of your fee study quickly.

Starting with the project kick-off, we will make certain that your staff understands the purpose and scope of the study and its corresponding on-site departmental interview. As Willdan is able to communicate directly with the service providers, this face-to-face interaction provides valuable time estimates.

3) *Responsiveness*

We take great pride in providing responsive service to our client agencies. Frequent communication is critical to a successful user fee study experience. We will provide a list of data requirements in advance of the project kick-off.

Due to this simple step, the introductory meeting can focus on the survey input process, answering questions, determining policy goals, and defining next steps in the project. We will follow up weekly with you at each step in the fee study process to make sure that staff "buys in" to the fee study approach and results.

Approach

Our approach to preparing the user fee study and documentation for Stanton includes:

- Close coordination with your staff to devise a consensus approach. Different programs and/or different service delivery methods will necessitate different approaches. We will discuss specific pros and cons with City staff as we determine which methods work best for each fee category;
- Strict adherence to key legal and policy issues with regard to user fees, including the percent of cost recovery that the City seeks to achieve. A user fee shall not be set higher than the reasonable cost of providing a fee-generating service. Our approach provides you with a fee schedule that achieves maximum legal cost recovery while ensuring that each fee is supported by technically defensible documentation; and
- Technical analysis necessary to ensure State compliance, and to anticipate and resolve potential policy issues using a combination of industry standards as well as City specific methods.

As described below, there are two basic approaches to calculating user fees:

Approach 1: Case Study Method

This is also sometimes referred to as a cost build-up approach. Using a time and materials approach, the "Case Study Method" examines the tasks, steps and City staff involved in providing a particular 'unit' of service, such as a permit review, and then uses that information to develop estimates of the actual labor and material costs associated with providing a unit of service to a single user. It is often used when a service is provided on a regular basis, and staff and other costs associated with the service can be segregated from available budget data.

A typical case study fee model should comprise the following three general cost layers:

1) Central Services Overhead: This category may involve such costs as labor, services, and supplies that benefit more than one department, division, or project. The exact benefits to specific areas are impossible to ascribe to a single activity.

Examples are purchasing, human resources, and liability insurance. As part of the user fee study, these costs are calculated in the overhead cost review.

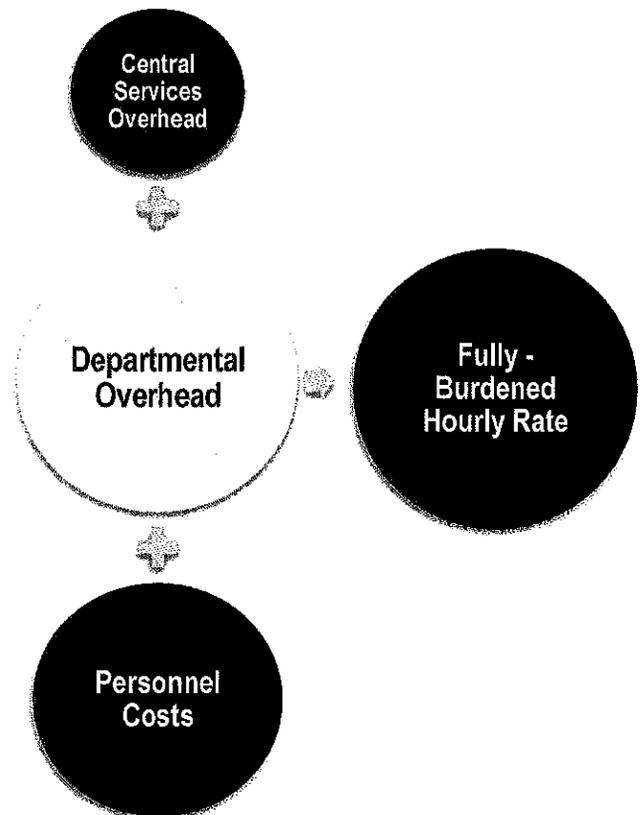
2) Department Overhead: This category may include expenses related to such items as office supplies, outside consultants, and membership dues. It may include management, supervision, and administrative support that are not provided to a direct fee-generating service. Typically, these items are charged, on an item-by-item basis, directly to the department, division, or project.

3) Personnel Costs: This category refers to direct salary and benefit costs of staff hours spent on providing a fee-generating service (e.g., on-site building inspector).

Approach 2: Average Cost Method

This is also sometimes referred to as a programmatic approach, because it looks at costs at a program level, and then allocates them to participants on an occurrence basis. By taking total service costs across a substantial sample period (a year) and dividing by the total number of service units delivered over that same period, costs per unit of service is estimated.

This approach is useful when services or programs are provided in a more aggregate manner, where it might be difficult to identify a specific sequence of steps associated with one user or participant; or where it is not feasible to cost-effectively segregate costs associated with specific activities.



Work Plans

Our proposed work plans, described in detail by task, are provided below. We propose to maximize efficiency and cost-effectiveness by combining meetings and data gathering efforts between the cost allocation plan and user fee study wherever possible.

We explain how each task will be accomplished and identify associated meetings and deliverables. We want to ensure our scope provides quality and clarity and is responsive to the City's needs and specific local circumstances. We will work in concert with the City to adjust scopes as needed during the course of the studies.

Overhead and OMB Compliant Cost Allocation Plan

This proposed scope of services addresses the completion of both the full and OMB compliant versions of the Cost Allocation Plan (CAP). We have noted where activities specific to the OMB compliant plan occur.

Task 1: Initial Document Request

Objective: Initial due diligence.

Description: Prior to the kick-off call, relevant documentation will be obtained and reviewed in order to enhance our understanding of the City's current cost allocation plan and internal structure of the agency. A written request for specific data will be sent to the City. The data provided in this task will provide the building blocks for later model development.

Our request may include (but is not limited to):

- Detailed budget and accounting data;
- Prior year's financial data, salary, position and staffing data;
- Organizational structure;
- Prior cost allocation plan and/or user fee documentation and models; and
- Data related to various allocation bases that may be incorporated as part of the methodology, i.e. City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.

Deliverables: Willdan: Submit information request to City.

City: Provide requested data to Willdan (prior to Task 2, Kick-off Call/Refine Scope). We will follow up with the City to confirm in writing the data that we have received, or which is still outstanding.

Task 2: Kick-off Conference Call / Refine Scope

Objective: Confirm project goals and objectives. Identify and discuss policy issues related to the study and determine appropriate fee categories.

Description: Willdan will identify and discuss policy issues typically raised in conjunction with these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. We will establish effective lines of communication and processes for information gathering and review.

We will also discuss costs that may not be allocable for OMB purposes, and the potential impact on the OMB version of the CAP.

During this call, we will ask that the City assign a project manager to serve as its primary contact. The selected City project manager will ensure that available data is provided to Willdan in a timely manner, thereby maintaining adherence to the project's schedule.

We will obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors.

Meetings: One (1) project kick-off conference call to initiate the project, discuss data needs and methodologies and to address policy issues. We would propose to conduct the user fee study kick-off during this same call, to maximize efficiency and cost effectiveness of staff and Willdan time.

Deliverables: Willdan: If needed, a revised project scope and schedule.

City: Provide further data requirements and select / introduce City's project manager.

Task 3: Gather Staffing Information and Develop Cost Allocation Plan Model

Description: This task involves the gathering of specific information, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model that will ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks.

The model will be developed to incorporate any recent changes in the provision of City services, and fully allocate central service costs.

The model will also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations.

We will utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions will be held to discuss bases, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these will factor into the overall cost allocation methodology.

The model and methodology will also produce indirect cost rates. These rates will be suitable for a variety of uses, including incorporation into the User Fee Study's personnel rates, billing to CIP projects, and in the OMB Super Circular compliant CAP, to Federal grants.

Meetings: Online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff will be interviewed to best understand central overhead staffing and functions and the departments served.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

Task 4: Test and Review Cost Allocation Methodology

Objective: Test and review model and results with City.

Description: The draft cost allocation plan model will be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, we have successfully integrated online meetings by using WebEx™ as an element to our approach. This allows us to remotely guide staff through the model review and allows you the opportunity to interactively change inputs and test approaches.

Meetings: One (1) online meeting and demonstration with City Staff to review the model.

Deliverables: **Willdan and City:** Draft cost allocation plan model review.

Task 5: Prepare and Present Draft Report

Objective: Prepare the draft cost allocation report.

Description: This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results will be discussed; calculations and supporting data will be presented textually and in easily understood tables and provided to the City.

Meetings: One (1) online meeting to present the draft report to City Staff.

Deliverables: **Willdan:** Draft report for City review and input.
City: Review of draft report, with comments, and edits.

Task 6: Discuss and Revise Report

Objective: Review of draft report, cost distribution methods, and model.

Description: An in-depth review of the draft report and model will be conducted to arrive at an optimum allocation method for each expenditure type.

Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods.

Our reports are structured to include both the full and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they will be split.

Following a round of comments from City staff concerning the draft report, the final report will be prepared for presentation to the Council.

Meetings: One (1) conference call with City staff to review the report with changes and revisions.

Deliverables: Draft report, and revised draft/final report.

Task 7: Prepare and Present Final Report and Model

Objective: Prepare and present the final report to City Council. Educate City staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the cost allocation plan project. Based on staff comments on the draft report, Willdan will prepare the final report for presentation to City Council.

Meetings: One (1) meeting with the City Council to present the final plan if necessary. This meeting would be held in conjunction with the presentation of the user rate study results.

We will also provide staff training on the operation and use of the model.

Deliverables: **Willdan:** Provide one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant); and five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD-ROM.

Comprehensive User Fee Study

Task 1: Initial Document Request

Objective: Initial due diligence; obtain study-related data.

Description: Prior to the kick-off meeting, we will obtain and review relevant documentation to further enhance our understanding of the services, fees, and rates to be studied. A written request for data will be sent to the City. Please note that Time Survey data is not part of this request and will be gathered during the on-site interviews described in Task 5.

We will request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail.

Deliverables: **Willdan:** Submit information request to City.

City: Provide requested data to Willdan (prior to Task 3, Kick-off Meeting/Refine Scope). As with the cost allocation plan, we will follow up with the City to confirm receipt of requested data and information and highlight data elements that are outstanding.

Task 2: Compile Inventory of Current and Potential Fees

Objective: Willdan will identify a schedule of fees and methodology for calculating the fees.

Description: Based on the results of the initial document request and independent research, incorporate into our model the existing fees, provided by the City, to comprise the parameters of the fee study.

Meetings: It is possible that a conference call with the City may be necessary to discuss new fees to implement or existing fees that may no longer be required.

Deliverables: **Willdan:** One (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call).

City: Review completed fee schedule with comments/revisions to be discussed during the kick-off meeting.

Task 3: Kick-off Conference Call / Refine Scope

Objective: *Confirm goals and objectives for the User Fee Study.* Identify and resolve policy issues typically raised by a User Fee Study, address gaps in data, and refine appropriate existing or new fee categories (based on Task 2).

Description: Verify our understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the project. It is important for the City and Willdan to identify and address any foreseeable problems and maintain open communication throughout the process.

During this call, we will ask that the City identify a project manager who will serve as the primary contact for the project. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the project's schedule.

Meetings: One (1) project kick-off call to initiate the entire project, discuss data needs, and address policy issues. This will be held in conjunction with the kick-off for the cost allocation plan. As mentioned in the cost allocation plan work plan, we suggest combining the kick-off calls to increase efficiency.

Deliverables: **Willdan:** 1) Revised project scope and schedule (if needed); and 2) brief summary of policy decisions (if needed).

City: 1) Provide further data needs; and 2) determine/introduce City's project manager.

Task 4: Develop User Fee Model

Objective: Develop and test model.

Description: This task involves the development of the model ultimately used to calculate the departmental fees, based on data and information gathered in previous tasks and in the Time Survey Interviews described in Task 5. To ensure that City policies are met through the imposition of the calculated fees, the model will be formatted to include appropriate costs.

Key model inputs will include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information will be developed during the cost allocation plan phase of this project and will be incorporated directly into the user fee model. We will request clarification and/or additional data if necessary.

The model will build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers will also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations.

Deliverables: **Willdan:** One (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

Task 5: Time Survey Interviews and On-site Information Gathering

Objective: Meet with City staff to complete Time Surveys and understand service delivery processes.

Description: In order to assist staff with the completion of the survey worksheets, we will schedule one (1) full day of on-site meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved.

The Willdan Team will conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected.

The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. This will allow Willdan and City staff to conclude with a final meeting to review the draft full cost recovery fees, and adjust any times as necessary, once all information has been compiled and input into the fee model. We will schedule the interviews with staff to minimize any disruption to their normal workflow.

Meetings: One (1) full business day of on-site meetings/staff interviews. In light of ongoing public health mandates associated with COVID-19, we will discuss with the City whether these meetings need to be conducted via WebEx or Zoom. We have been using these tools during the course of the shutdowns and they have proven effective and successful.

Deliverables: **Willdan and City:** Time surveys and draft full cost recovery fees.

Task 6: Common Fees Comparison

Objective: Examine selected user fees charged by up to five (5) comparable cities in Orange County, or jurisdictions that are similar to the City of Stanton.

Description: We will access and use our knowledge of other jurisdictions to benchmark the City's five (5) most common fees or highest yielding fees with comparable jurisdictions agreed.

Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Willdan takes a selection of the City's most commonly used and/or highest yielding fees.

The survey will contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions; current and proposed fees and charges unique to the City of Stanton; fees and charges used by other public entities not currently used in the City; and If possible, identify characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions.

Deliverables: **Willdan:** Recommendations provided in Task 8 will incorporate the data gathered during our examination.

Task 7: Data Analysis and Final User Fee Schedule

Objective: Incorporate information obtained from on-site surveys to fully develop model.

Description: We will update the model, based on information received during the on-site surveys, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request may be necessary, based on new fees identified that the City is not currently collecting. Where appropriate, we will suggest and discuss with staff alternate approaches to existing fee programs (i.e. building fees) and suggest potential areas where fees could be collected where they are not currently. We will present the full cost recovery level for fees, both current and projected under the new calculated fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery will be compared to actual full costs calculated during the course of this study. Cost will be calculated at reasonable activity levels and include all appropriate direct and indirect costs and overhead. We will review fee programs for compliance with Propositions 218 and 26.

in developing the fee schedule, we will make recommendations for new fees where appropriate, based on our experience with other cities. Some areas for new fees may be due to changes in law (legalized cannabis), or for activities that the City finds itself performing regularly, but for which no fee is collected. Where possible, we will incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities.

The user fee data analysis and model development may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity.

Meetings: One (1) meeting, as necessary, to gather additional input, complete analysis and finalize fee schedule. Please see the note in Task 5 regarding in-person meetings.

Deliverables: Final user fee model for City Council presentation and discussion.

Task 8: Prepare and Present Draft Report

Objective: Prepare draft report.

Description: This task involves the preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The calculations used to generate the user fee study will be included textually, as well as in easy to understand tables. Individual fee summaries by department and a comprehensive fee schedule will be included. The draft report will include the following:

- Key results and findings;
- Basic descriptions of each service;

- The full cost of each service and current cost recovery levels;
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery;
- Fee recommendations with associate levels of cost recovery;
- Projections of potential fee revenue;
- Assessment of reasonableness of each City's costs;
- Review of reasonableness of current consultant cost structure (for Building Division services);
- As appropriate, recommend alternative methodologies for building permit fee calculation; and
- Summary and recommendations.

The objective of the report is to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Meetings: One (1) conference call with City staff, to present draft results address questions and receive feedback.

Deliverables: **Willdan:** Draft report for City review and comment.

City: Review of draft report, with comments and edits.

Task 9: Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption

Objective: Review of draft report and fee model.

Description: The goal of this task is to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, City staff will volunteer insightful likes and dislikes regarding the existing fee structure. We listen to this feedback carefully because your staff members know the community best. Comments usually revolve around issues of:

- Understandability;
- Fairness to applicants;
- Ease of calculation;
- Appropriate levels of cost recovery; and
- Full cost recovery hourly rates.

When adjusting fee recovery levels, we believe it is important to address these concerns.

Following one (1) round of comments from City staff on the draft report and feedback from City staff, we will prepare the final report for presentation to the City Council.

Meetings: One (1) online demonstration (WebEx) to review the report and model, with any revisions.

Deliverables: Draft report, revised draft /final report.

Task 10: Prepare and Present Final Report/Train Staff on Model

Objective: Prepare and present final report to City Council. Train staff on the operation and use of the model for future modifications.

Description: This task is the culmination of the entire project. Based on staff comments received regarding the draft report, we will prepare the final report for presentation.

Meetings: One (1) meeting with City Council to present the results and adopt the updated fee schedule. We will also provide staff training on the operation and use of the model on the same day, during regular business hours.

Deliverables: Provide one (1) electronic PDF file copy of the final report and models; and, if requested, provide five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, will also be provided on CD/ROM.

City Staff Support

To complete our tasks, we will need the cooperation of City staff. We suggest that the City of Stanton assign a key individual to represent the City as the project manager who can function as our primary contact. We anticipate that the City's project manager will:

- 1) Coordinate responses to requests for information;
- 2) Coordinate review of work products; and
- 3) Help resolve policy issues.

Willdan will endeavor to minimize the impact on City staff in the completion of this project. We will ask for responses to initial information requests in a timely manner. If there are delays on the part of the City, we will contact the City's project manager to steer the project back on track. We will keep the City's project manager informed of data or feedback we need to keep the project on schedule.

Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

H. Implementation Schedule

Project Schedules

Willdan understands time is of the essence for the City of Stanton to begin this engagement. These schedules can only be met with the cooperation of City staff. Delays in responding to our requests for data and review will result in corresponding delays to the project schedule. If that is the case, we will notify the City immediately of the possible impact on the schedule.

Cost Allocation Plan

EXHIBIT B

City of Stanton													
Overhead and OMB Cost Allocation Plan													
Project Schedule													
Scope of Services	February				March					April			
	1	8	15	22	1	8	15	22	29	5	12	19	26
Task 1: Initial Document Request	⌘1												
Task 2: Kick-off / Refine Scope (conference call)	⌘2												
Task 3: Gather Staffing Information and Develop Model (conference call)	⌘3												
Task 4: Test and Review Cost Allocation Methodology (conference call)	⌘4												
Task 5: Prepare and Present Draft Report (meeting)	⌘5												
Task 6: Discuss and Revise Report (conference call)	⌘6												
Task 7: Prepare and Present Final Report/Train Staff on Model (meeting)	⌘7												

Deliverables:

- ⌘1: Information Request
- ⌘2: Revised Project Scope and Schedule (if needed)
- ⌘3: User-friendly Model in Microsoft Excel
- ⌘4: Draft Cost Allocation Plan Model Review
- ⌘5: Draft Report
- ⌘6: Revised Draft Report/Final Report
- ⌘7: Final Report – Hard and Electronic Copies



E. Schedule of Fees

Not to Exceed Fee

Willdan Financial Services ("Willdan") proposes a **not-to-exceed fixed fee of \$34,680** for the Comprehensive Fee Study and Cost Allocation Plan engagement. The tables below provide a breakdown of each fee by task and project team member.

Cost Allocation Plan

Based on the corresponding work plan identified within the scope of services, we propose a **not-to-exceed fixed fee of \$10,930** to prepare a Full and OMB Compliant Cost Allocation Plan.

City of Stanton Overhead and OMB Cost Allocation Plan							
Fee Proposal							
	C. Fisher Principal-In- Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total		
	\$ 250	\$ 185	\$ 125	\$ 210	Hours	Cost	
Scope of Services							
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	\$ 310	
Task 2: Kick-off /Refine Scope	-	1.0	1.0	-	2.0	310	
Task 3: Gather Staffing Information & Develop Cost Allocation Plan Model	2.0	5.0	14.0	-	21.0	3,175	
Task 4: Test and Review Cost Allocation Methodology	1.0	4.0	10.0	1.0	16.0	2,450	
Task 5: Prepare and Present Draft Report	1.0	4.0	10.0	1.0	16.0	2,450	
Task 6: Discuss and Revise Report	1.0	2.0	5.0	-	8.0	1,245	
Task 7: Prepare and Present Final Report/Train Staff on Model	-	4.0	2.0	-	6.0	990	
Total – Overhead Cost Allocation Plan	5.0	21.0	43.0	2.0	71.0	\$ 10,930	

Comprehensive User Fee Study

Based on the corresponding work plan identified within the scope of services, we propose a **not-to-exceed fixed fee of \$23,750** to prepare a User Fee Study.

City of Stanton Comprehensive User Fee Study							
Fee Proposal							
	C. Fisher Principal-In- Charge	T. Thrasher Tech Project Manager	P. Patel Analytical Support	R. Quaid QA/Tech Advisor	Total		
	\$ 250	\$ 185	\$ 125	\$ 210	Hours	Cost	
Scope of Services							
Task 1: Initial Document Request	-	1.0	1.0	-	2.0	\$ 310	
Task 2: Compile Inventory of Current and Potential Fees	-	1.0	2.0	-	3.0	435	
Task 3: Kick-off /Refine Scope	1.0	1.0	2.0	-	4.0	685	
Task 4: Develop User Fee Model	-	4.0	12.0	-	16.0	2,240	
Task 5: Time Survey Interviews and Information Gathering	3.0	8.0	8.0	-	19.0	3,230	
Task 6: Common Fees Comparison	1.0	4.0	12.0	-	17.0	2,490	
Task 7: Data Analysis and Final Fee and Rate Schedule	2.0	8.0	36.0	1.0	47.0	6,690	
Task 8: Prepare and Present Draft Report	2.0	4.0	12.0	1.0	19.0	2,950	
Task 9: Revise Draft/Determine Cost Recovery Levels	1.0	6.0	10.0	-	17.0	2,610	
Task 10: Prepare and Present Final Report/Train Staff on Model	2.0	6.0	4.0	-	12.0	2,110	
Total – User Fee Study	12.0	43.0	99.0	2.0	156.0	\$ 23,750	

Notes

- Our fee includes all direct expenses associated with the project.
- We will invoice the City monthly based on percentage of project completed.
- Additional services may be authorized by the City and will be billed at our then-current hourly overhead consulting rates.
- City shall reimburse Willdan for any costs Willdan incurs, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees, to respond to the legal process of any governmental agency relating to City or relating to the project. Reimbursement shall be at Willdan 's rates in effect at the time of such response.
- The cost of preparing the fee study can be included in the resulting new fee schedule. Therefore, over time, the City can recover the initial outlay of funds that was required to complete the studies.
- Willdan will rely on the validity and accuracy of the City's data and documentation to complete the analysis. Willdan will rely on the data as being accurate without performing an independent verification of accuracy and will not be responsible for any errors that result from inaccurate data provided by the client or a third party.

Additional Professional Services

Hourly Fee Schedule

Our current hourly rates are listed below.

Willdan Hourly Rate Schedule		
Position	Team Member	Hourly Rate
Group Manager	Chris Fisher	\$250
Managing Principal		\$240
Principal Consultant	Bob Quaid	\$210
Senior Project Manager	Tony Thrasher	\$185
Project Manager		\$165
Senior Project Analyst		\$135
Senior Analyst	Priti Patel	\$125
Analyst II		\$110
Analyst I		\$100

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 28, 2023

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR BUSINESS LICENSE TAX ADMINISTRATION SERVICES AND BUSINESS LICENSE TAX ORDINANCE AND FEE STUDY (HINDERLITER, DE LLAMAS, AND ASSOCIATES)

REPORT IN BRIEF:

The City Council will consider approving a professional services agreement with Hinderliter, de Llamas and Associates (“HdL”) for Business License Tax Administration Services and Business License Tax Ordinance and Fee Study. Procurement of these professional services will promote enhanced customer service by providing 24 hours a day, 7 days a week online processing of business license applications and renewals through HdL’s proprietary software and database. Staff has investigated other firms and has not found any comparable companies offering the desired comprehensive services and as such is requesting sole source procurement as provided for in the City’s Purchasing Manual.

RECOMMENDED ACTIONS:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Waive the competitive procurement process since only one known supplier has been identified and allow for the sole source procurement of professional services; and
3. Authorize the City Manager to enter into an agreement with Hinderliter, de Llamas and Associates to provide Business License Tax Administration Services for an initial term through June 30, 2027, with two additional one-year term extensions; and to conduct a one-time Business License Tax Ordinance and Fee Study, in a form approved by the City Attorney.

BACKGROUND:

The Finance Department is responsible for processing and collecting payments for approximately 3,000 business license applications and renewals annually. The current process is outdated and labor intensive, requiring the in-house manual printing of invoices and renewals, manual opening of payment envelopes, and manual posting of payments. (Although the City currently utilizes HdL's proprietary software, approximately more than 50% of business license applications and renewals are processed through this manual process.) The proposed professional services offered by HdL will provide a more efficient, streamlined, accurate, and responsive service to the City's business community. In addition, staff will be able to direct their attention and efforts to more appropriate activities and projects, providing better customer service and improving overall operational efficiency. HdL will provide the following services utilizing their proprietary software and database that staff will have 24/7 access to:

1. Business License Tax Administration Services (includes Revenue Discovery and Audits)
 - Business license account and renewal processing;
 - Auditing of renewals and tax liabilities;
 - On-line services including reporting, application, renewal, and payment processing;
 - Business support services;
 - Delinquent account processing; and
 - Revenue discovery and compliance services.

2. Business License Tax Ordinance and Fee Study
 - Current tax registry analysis;
 - Fee analysis and comparative study; and
 - Modified tax structure options.

The proposed services are widely used by municipalities throughout California to streamline the business license process, improve customer service, and accelerate the deposit and availability of funds. HdL has a proven track record of improving business license operations and increasing compliance resulting in additional revenue to participating cities.

HdL provides customer support and a service center where the business community can obtain support during normal business hours. HdL will provide businesses with multiple options for registering, renewing, making payments, and will be responsible for answering all general inquiries.

The City has an existing relationship with HdL providing Sales and Use Tax Management Services and business license software and payment services. Under the Sales and Use Tax Management Services, HdL has been successful in generating additional sales tax and transaction and use tax from unregistered and underreporting businesses and has assisted the City in projecting annual sales tax and transaction and use tax revenues. In

addition, the City contracted with HdL to complete background checks for cannabis businesses during the initial cannabis business permit period in 2021. HdL has over 20 years of experience in providing a variety of specialized services to local governments nationwide.

ANALYSIS/JUSTIFICATION:

Business License Tax Administration Services

Currently, two part-time Administrative Clerk positions and one full-time Administrative Services Supervisor are responsible for processing business license applications and renewals. As new state laws increase the complexity of administering the City's business license program by adding additional mandates for local governments to comply with, it is in the best interest of all stakeholders to outsource this complex program to a specialized consultant. Ultimately, the outsourcing of this function to HdL will also enhance customer service to the City's business community and improve the overall efficiency of the Finance Department.

In addition to increased operational efficiencies, HdL leverages its database to compare receipts for business license taxes against expected values. HdL also performs auditing and revenue recovery functions for these revenues, similar to what the company performs for the City's sales and transaction and use taxes. These services have resulted in revenue increases in other jurisdictions by ensuring businesses are properly licensed and accurately reported. Staff anticipates the revenue increases due to increased compliance will partially offset the cost of the additional services.

The cost of full-service business license services is \$18 per business plus a one-time implementation fee of \$5,000. The City will fund the one-time implementation fee and the \$18 per business fee will be added to the business license fee. The per business fee will increase annually subject to the Consumer Price Index.

If the City Council approves this agreement, the City would no longer pay annual support and maintenance fees for use of HdL's proprietary software beginning in Fiscal Year 2024/25. The City's annual cost in Fiscal Year 2023/24 was \$12,177. In addition, the Finance Department currently has one vacant part-time Administrative Clerk position. During the Fiscal Year 2024/25 budget preparation process, the Finance Director and the City Manager will take the opportunity to review the Department's staffing needs before a permanent position is filled. Any costs associated with HdL's Revenue Discovery and Audit Services are subject to 40% of the additional revenue they recover. Therefore, these services are funded by the additional revenue the services generate.

Business License Tax Ordinance and Fee Study

The City's Business License Ordinance is due for review and it is recommended to update the City's Municipal Code for the application of fees according to each type of business. For example, the current Ordinance includes fees for over 30 different business types

and as written is outdated. HdL will conduct an analysis of the City's current Ordinance and the City's tax registration database. Data will be compiled on the number of businesses, current tax revenues received by the City, categories, and other related information in order to provide an accurate baseline for current models and the impact of changes.

Using the data compiled from the analysis, as well as the data compiled from other sources such as neighboring cities, HdL will prepare a report comparing the City model and best practices to those of neighboring cities. The report will assist and provide the City with guidance as to possible positive changes to its current model.

With this, HdL, in conjunction with City staff and the City Attorney, will draft a series of possible business tax restructuring options for the City Council's consideration. HdL will draft potential new and detailed structures to be used in the City's new Ordinance including sample Ordinance language and cost impacts associated with each proposed model.

FISCAL IMPACT:

The Finance Department's existing Fiscal Year 2023/24 budget includes savings from vacant positions to fund the one-time implementation fee of \$5,000 for Business License Tax Administration Services and \$30,000 for the Business License Tax Ordinance and Fee Study.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

The City Attorney reviewed the Agreement as to form.

PUBLIC NOTIFICATION:

Through the normal agenda posting process.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 4: Ensure fiscal stability and efficiency in governance.

Prepared by: Amy Massey, Accounting Manager
Reviewed by: Michelle Bannigan, Finance Director
Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

- A. Professional Services Agreement

**CITY OF STANTON
PROFESSIONAL SERVICES AGREEMENT
FOR
BUSINESS LICENSE TAX ADMINISTRATION SERVICES AND
BUSINESS LICENSE TAX ORDINANCE AND FEE STUDY**

1. PARTIES AND DATE.

This Agreement is made and entered into this 28th day of November, 2023 (the “Effective Date”), by and between the City of Stanton, a municipal organization organized under the laws of the State of California with its principal place of business at 7800 Katella Avenue, Stanton, California 90680 (“City”) and **HINDERLITER, DE LLAMAS AND ASSOCIATES**, a California corporation, with its principal place of business at 120 S. State College Boulevard, Suite 200, Brea, California 92821 (“Consultant”). City and Consultant are sometimes individually referred to herein as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of the professional services, as outlined in Exhibit “A”, required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing the professional services outlined in Exhibit “A” to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for **Business License Tax Administration Services and a Business License Tax Ordinance and Fee Study** project (“Project”) as set forth in Exhibit “A” of this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from the date identified in Section 1 of this Agreement to **June 30, 2027**, unless earlier terminated as provided herein. The City Manager shall have the unilateral option, at its sole discretion, to renew this Agreement

annually for no more than two additional one-year terms. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Independent Contractors, Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant shall complete, execute, and submit to City a Request for Taxpayer Identification Number and Certification (IRS Form W-9) prior to commencement of any Services under this Agreement. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement is as follows: **Connor Duckworth**.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's

Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. The City Manager hereby designates the **Finance Director**, or his or her designee, as the City’s contact for the implementation of the Services hereunder. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 Consultant’s Representative. Consultant hereby designates **Connor Duckworth**, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

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

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

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

- (a) **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 0001, with minimum limits of at least \$1,000,000 per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

- (b) **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering “Any Auto” (Symbol 1) with minimum limits of \$1,000,000 for each accident.

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

- (c) The policy or policies of insurance required by Section 3.2.10.2 (e) Workers’ Compensation shall be endorsed to provide the following:

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

- (2) **Cancellation:** Required insurance policies shall not be canceled or the coverage reduced until thirty (30) day written

notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

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

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

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

3.2.10.6 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates and endorsements on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.10.7 Failure to Maintain Coverage. Consultant agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due to the Consultant until Consultant has fully complied with the insurance provisions of this Agreement.

In the event that the Consultant's operations are suspended for failure to maintain required insurance coverage, the Consultant shall not be entitled to an extension of time for completion of the Services because of production lost during suspension.

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

3.2.10.9 Insurance for Subconsultants. All Subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing Subconsultants to purchase the appropriate insurance in compliance with

the terms of these Insurance Requirements, including adding the City as an Additional Insured to the Subconsultant's policies.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FOUR-HUNDRED THOUSAND DOLLARS (\$400,000)** ("Total Compensation") without written approval of City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation.

Consultant shall submit to City a monthly invoice which indicates work completed and Services rendered by Consultant. The statement shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Accounting Records.

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

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

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

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Hinderliter, De Llamas, & Associates
120 South State College Boulevard, Suite 200
Brea, CA 92821
Attn: Connor Duckworth

City:

City of Stanton
7800 Katella Avenue
Stanton, CA 90680
Attn: Michelle Bannigan, Finance Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

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

magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

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

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

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

3.5.6 Indemnification.

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its 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 Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents, or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent

jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault. In no event will any of Consultant Group be liable for any Client monies not collected by Consultant Group, or any special, incidental, or consequential damages of any nature whatsoever, even if such restrictions deprive one or more remedies of their essential purpose. This damage exclusion is independent of any remedies provided for herein

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

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

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

3.6 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.7 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

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

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

3.10 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

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

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

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

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

3.15 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.16 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

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

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Declaration of Political Contributions. Consultant shall, throughout the term of this Agreement, submit to City an annual statement in writing declaring any political contributions of money, in-kind services, or loan made to any member of the City Council within the previous twelve-month period by the Consultant and all of Consultant's employees, including any employee(s) that Consultant intends to assign to perform the Services described in this Agreement.

3.20 Subcontracting.

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

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement on this 28th day of November, 2023.

CITY OF STANTON

HINDERLITER, DE LLAMAS, &
ASSOCIATES

By: _____
Hannah Shin-Heydorn
City Manager

By: _____
Name: _____
President

ATTEST:

By: _____
Patricia Vazquez
City Clerk

By: _____
Name: _____
Corporate Secretary

APPROVED AS TO FORM:

By: _____
Hong-Dao Nguyen
Best Best & Krieger LLP
City Attorney

EXHIBIT A - Page 1 of 4
Hinderliter De Llamas & Associates (HdL)
Tax and Fee Administration Services and Fees
Business License Tax and Fees

City of Stanton, CA

SCOPE OF SERVICES

Consultant will provide the following Services relative to Client's business license tax administration.

1. Operations Management Services

- 1.1. Establish and maintain database of Client businesses.
- 1.2. Receive and process applications, renewals and payments in a timely fashion.
- 1.3. Send renewal notices to active businesses within 30 days of the renewal period end date or at another interval specified by Client.
- 1.4. Provide businesses multiple options for submitting applications, renewals, payments, or support requests (including via website, email, mail, phone, and fax. Consultant license specialists will be available for live interactions Monday through Friday, 8:00am to 5:00pm Pacific).
- 1.5. Remit revenue to Client no less than monthly.
- 1.6. Provide Client staff access to website portal offering business registry inquiry, reporting, and electronic department approval capabilities.

2. Compliance Services: 1) Identify and register businesses which are subject to licensure or taxation, 2) collect known debt as pertains to business license or tax, and 3) identify under-reported tax liability.

2.1. Discovery Services

- 2.1.1. Develop a list of businesses subject to Client licensure or taxation.
- 2.1.2. Notify non-compliant businesses of their options to comply or dispute their non-compliant status. Notification and support to businesses will be facilitated through the website, mail, email, phone and fax.
- 2.1.3. Review information and forms submitted by the business for completion and accuracy, inclusive of any additional required documentation (i.e. home occupation permit). All submissions are filed and stored electronically and made available to Client upon request.
- 2.1.4. Provide businesses with detailed invoicing and options to pay via website, mail, and phone.
- 2.1.5. Remit revenue to Client no less than monthly, along with all business applications and any additional documentation.

2.2. Collection Services

- 2.2.1. Identify businesses subject to Client licensure or taxation which have known debt to Client and have failed to pay within an appropriate time frame.
- 2.2.2. Notify businesses of their options to comply or dispute their non-compliant status.
- 2.2.3. Provide businesses with detailed invoicing and options to pay via website, mail and phone.
- 2.2.4. Remit revenue to Client no less than monthly.

2.3. Audit Services

- 2.3.1. Identify potential under-reporting and/or misclassified businesses.
- 2.3.2. Audit businesses mutually agreed to by Client and Consultant that are identified as potential under-reporting businesses.
- 2.3.3. Submit audit summaries to Client and discuss further actions.
- 2.3.4. Educate businesses on proper reporting practices.
- 2.3.5. Invoice and collect identified delinquencies.

3. Online Payment Processing – Consultant's services include PCI compliant payment processing services powered by FIS Global, which supports both credit card and eCheck transactions.

3.1. Client Responsibilities

- 3.1.1. As a condition to its receipt of the Service, Client shall execute and deliver any and all applications, agreements, certifications or other documents required by FIS Global, Networks or

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other third parties whose consent or approval is necessary for the processing of Transactions by FIS Global. “Network” is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

3.1.2. Client hereby grants Consultant the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. Client represents and warrants that it has the full right and authority to grant these rights.

4. Business License Tax Ordinance / Fee Study

4.1. Current Tax Registry Analysis – Consultant will conduct an analysis of the current business license ordinance and the Client’s tax registration database. Data will be compiled on the number of businesses, current tax revenues received by the Client, categories, and other related information to provide a baseline of the Client’s current tax structure and to allow Consultant to model the potential impact of changes to the current model.

4.2. Fee Analysis and Comparative Study – Using the data compiled from the registration analysis, as well as data compiled from other sources such as neighboring cities, Consultant will prepare a report comparing the Client model to those of neighboring cities. The report will assist and provide the Client with guidance as to possible positive changes to its current model. As part of this phase Consultant will discuss possible administrative adjustments to the current municipal code. The final report will include, among other things, a complete business license tax structure recommendation along with revenue associated with each proposed model.

4.3. Modified Tax Structure Options – As a result of the findings of the comparison report, Consultant, in conjunction with Client staff, will draft a series of possible business tax re-structuring options for Client consideration. Options may include the proposing of gross receipt-based taxes, employee-based taxes, flat taxes, or a hybrid of all mentioned options. Consultant will draft potential new and detailed structures to be used in the Client’s new ordinance. Consultant will also review and work with the Client Attorney’s office in drafting new ordinance language in support of a chosen model.

FEES

5. Operations Management Services

5.1. Fees for performing operations management Services shall be \$18.00 for each processed account, which is any account for which an application or renewal/return was processed, or active account which was sent a renewal notice and a one (1) time implementation fee of \$5,000.00.

5.2. Fees will be increased as of January 1st of each calendar year with reference to the 12-month percent change in the most recently published annual Consumer Price Index for All Urban Consumers (CPI-U), West Region, as reported by the U.S. Bureau of Labor Statistics (the “CPI Change”). Each annual increase in the Fees will be equal to the greater of two percent (2%) or the actual CPI Change and the lesser of ten percent (10%) or the actual CPI Change. For example, if the actual CPI Change is 1.5%, then the annual increase will be 2%, if the actual CPI Change is 3.5%, then the annual increase will be 3.5%, and if the actual CPI Change is 12%, then the annual increase will be 10%.

5.3. Fees related to travel and lodging expenses are billed at cost and apply to all meetings (including implementation, training, operations and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.

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- 5.4. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
- 6. Compliance Services**
- 6.1. Fees for performing compliance Services apply to all monies received for the current tax/license period and any other prior period collected (including monies received for taxes, penalties, interest, and fees).
- 6.1.1. Fees for performing discovery Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.
- 6.1.2. In the event that Client discovers a non-compliant business and reports the business to Consultant (including a calculation of all taxes/fees due), Consultant will categorize the business as a collection service effort and thus apply the lower collection Services contingency Fee rate.
- 6.1.3. Fees for performing collection Services shall be a contingency Fee of 25% of the revenues received as a result of the Services.
- 6.1.4. Fees for performing audit Services shall be a contingency Fee of 40% of the revenues received as a result of the Services.
- 6.2. Consultant recognizes Client's authority to waive or reduce the tax/fee debt of a business. Should Client decide to do so for a business whose deficiency was identified by Consultant, Consultant shall be entitled to compensation in the amount of one half (1/2) of the Fees Consultant would have otherwise earned. Deficiencies which are uncollectable due to insolvency or dissolution of the business, or for deficiencies which are otherwise incapable of collection (i.e. statute of limitation or other legal defense) shall not be considered a Client voluntary election to waive, and thus, Consultant would not be entitled to compensation related thereto under this provision.
- 6.3. The fee shall be paid notwithstanding any related Client assistance, work in parallel, and/or incurrence of attorneys' fees or other costs or expenses in connection, with the relevant Services.
- 6.4. Fees related to travel and lodging expenses are billed at cost and applied to all meetings (including implementation, training, operations, and support). Travel expenses only apply to out-of-scope travel and must therefore be pre-approved by Client.
- 6.5. Fees will be invoiced monthly to Client for Services performed during the prior month. Fees will be netted out of Client's monthly revenue disbursement. Client will submit payment for any balance due to Consultant within 30 days of receiving the invoice.
- 7. Payment Processing** – Consultant will configure payment processing services to utilize either a taxpayer funded model (convenience fee) or Client funded model, as directed by Client. Client may switch between these models upon written request to Consultant. Fees for each of these payment processing models are detailed here.
- 7.1. Taxpayer funded model – Client authorizes Consultant to collect each convenience fee from the taxpayer at time of payment.
- 7.1.1. Credit and debit card processing – 2.9% of transaction amount, minimum of \$2.00
- 7.1.2. ACH/eCheck processing - \$1.25 per transaction
- 7.2. Client funded
- 7.2.1. Credit and debit card processing – 2.9% of transaction amount
- 7.2.2. ACH/eCheck processing - \$0.50 per transaction
- 7.3. Returned payments/NSF fee – Each occurrence of a card chargeback, returned payment or insufficient funds will incur a fee of \$25.00, to be applied to the taxpayers account.

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Tax and Fee Administration Services and Fees
Business License Tax and Fees

City of Stanton, CA

7.4. Consultant reserves the right to review and adjust pricing related to payment processing services on an annual basis. Consultant will communicate any such adjustment to Client in writing, with 60 days advance notice. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, card type utilization, and costs of service.

8. **Business License Tax Ordinance / Fee Study** – Fee is \$25,000.00, due 50% upon project kick-off, and 50% upon delivery of final report.

IN WITNESS WHEREOF, the parties hereto have entered into this Scope of service through their duly authorized representatives as of _____, 2023.

CONSULTANT:

CLIENT:

Hinderliter De Llamas & Associates (HdL)

City of Stanton, CA

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 28, 2023

SUBJECT: APPROVE RESOLUTION TO RECEIVE AND FILE FISCAL YEAR 2022/23 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 66000, ET. SEQ.

REPORT IN BRIEF:

The Fiscal Year 2022/23 Annual Financial Report of Development Impact Fees (“Fiscal Year 2022/23 Development Impact Fee Report”) is hereby provided to City Council in Attachment A to this staff report as required by California Government Code Section 66006, which was enacted by Assembly Bill No. 1600 (AB 1600). All development impact fees that have been collected, including interest earned on the fees, have been spent or have been earmarked for spending as of June 30, 2023. Consequently, there are no funds that are required by California Government Code Section 66006 to be refunded to property owners. Attachment A (pages 14-16) includes Resolution No. 2023-28 to approve the receipt and filing of the Fiscal Year 2022/23 Development Impact Fee Report and certain findings the California Government Code requires the City Council to affirm.

RECOMMENDED ACTIONS:

1. City Council finds that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Section 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Approve Resolution No. 2023-28 to receive and file the Fiscal Year 2022/23 Development Impact Fee Report and make certain findings pursuant to Government Code Section 66006; entitled:

“RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO RECEIVE AND FILE THE FISCAL YEAR 2022/23 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq.”.

ANALYSIS:

AB 1600 requires that local agencies annually report certain financial information related to capital improvement projects (streets, transit facilities, parks, sewers, storm drains, etc.) that have been funded by development impact fees. AB 1600 enacted California Government Code Sections 66000-66008 that generally contain four requirements:

1. A local jurisdiction must follow the process set forth in the bill and make certain determinations regarding the purpose and use of each development impact fee and establish a “nexus” or connection between a development project or class of projects and the public improvement being financed with the fee.
2. The fee revenue must be segregated from the General Fund in order to avoid the commingling of public improvement fees and General Fund revenues.
3. If the City had had possession of funds generated by development impact fees for five years or more, and has not spent such funds, or committed such funds to a project, it must make certain findings describing the continuing need to retain those funds. If the local jurisdiction is unable to make the findings required by state law, the City must refund the fees to property owners.
4. An annual report must be made of fees collected, interest earned, projects on which fees were expended, and any transfers or loans from the fee account. The report must be presented to the agency’s governing board within 180 days of the end of the fiscal year.

The Annual Development Impact Fee Report presented on Attachment A summarizes the Fiscal Year 2022/23 fund activity for the following types of facilities: Streets (Fund 261), Traffic Signals (Fund 262), Community Centers (Fund 263), Police Facilities (Fund 264), and the Sewer Capital Improvement Fund (Fund 502). The report shows the amount of fees collected during Fiscal Year 2022/23, interest income, a brief description of the projects funded, the percentage of the projects funded by the development fees, and the beginning and ending balance of the funds. The plan to expend any unexpended funds for the various fees is also outlined in the attached report.

The findings required to be made by AB 1600 with respect to unexpended fees as of June 30, 2023, are set forth below:

1. The purposes for which these fees have been collected are for the projects identified in the Annual Financial Report of Development Impact Fees.
2. There is a reasonable relationship between the fees and the purposes for which they have been collected. The fees are necessary to mitigate the impacts of development.

3. For projects that remain incomplete as of June 30, 2023, the approximate timing for the completion of these projects is set forth in the Annual Financial Report of Development Impact Fees. The source of funding to complete these projects are existing reserves of the related funds and development impact fees anticipated to be collected in future fiscal years in amounts enough to complete these projects.
4. The City Council finds that although not yet committed to a specific project, the City needs to continue to retain the funds held in the Community Centers Fee Fund and Police Facilities Fee Fund to fund future facility projects once enough funding is accumulated.

Based on the foregoing, the City is not required to refund any fees collected pursuant to the requirements of AB 1600.

FISCAL IMPACT:

As of June 30, 2023, no refund of development impact fees is required.

ENVIRONMENTAL IMPACT:

None.

LEGAL REVIEW:

The City Attorney reviewed the staff report and Attachment A as to form.

PUBLIC NOTIFICATION:

Through the normal agenda notification process. In addition, on November 13, 2023, the City Clerk posted a public notice to notify the public the reports are available for public inspection. The notice was posted as follows: at the Stanton Family Resource Center, Stanton Post Office, City Hall, and on the City's website.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 4: Ensure fiscal stability and efficiency in governance.

Prepared by: Michelle Bannigan, Finance Director
Public Notification Reviewed by: Patricia A. Vazquez, City Clerk
Approved by: Hannah Shin-Heydorn, City Manager

Attachment:

- A. Fiscal Year 2022/23 Development Impact Fee Report

RESOLUTION NO. 2023-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STANTON TO RECEIVE AND FILE THE FISCAL YEAR 2022/23 DEVELOPMENT IMPACT FEE REPORT AND MAKE CERTAIN FINDINGS, AS REQUIRED BY CALIFORNIA GOVERNMENT CODE SECTION 66000 et seq.

WHEREAS, on April 11, 2011, the City Council approved Ordinance 977 adopting the City of Stanton's Development Impact Fee program applicable to new or expanded commercial development and new residential development projects, which became effective on June 12, 2011; and

WHEREAS, on June 14, 2022, the City Council approved Resolution No. 2022-32 adopting the Fiscal Year 2022/23 Operating Budget and Capital Budget; and

WHEREAS, California Government Code Section 66006(b) requires that for each separate account or fund established for the collection and expenditure of Development Impact Fees, the City shall make available to the public within one hundred eighty (180) days after the last day of each fiscal year a report; and

WHEREAS, California Government Code Section 66006(b)(2) requires that the City review the information made available to the public at a regularly scheduled public meeting after the information is made available to the public; and

WHEREAS, this report was filed with the City Clerk's office and available for public review on November 13, 2023; and

WHEREAS, the City has complied with all of the foregoing provisions.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF STANTON DOES HEREBY FIND AND DETERMINE THAT THE FOREGOING RECITALS AND DETERMINATIONS ARE TRUE AND CORRECT:

SECTION 1: That the City Council of the City of Stanton at a public meeting has reviewed the following information, attached as "Exhibit A", pursuant to California Government Code Section 66006(b)(1), as is required by California Government Code Section 66006(b)(2), including:

- (A) A brief description of the type of fee in the account or fund;
- (B) The amount of the fee;
- (C) The beginning and ending balance of the account or fund;
- (D) The amount of fees collected, and the interest earned;
- (E) An identification of each public improvement on which fees were expended and the amount of the expenditure of each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- (F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete

- public improvement, as identified in Section 66001(a)(2), and the public improvement remains incomplete;
- (G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
 - (H) The amount refunds made pursuant to Section 66001(e) and any allocations pursuant to Section 66001(f).

SECTION 2: That the City Council of the City of Stanton at a public meeting has reviewed the proposed findings for unexpended funds, including:

- (1) Identifying the purpose to which the fee is to be put;
- (2) Demonstrating a reasonable relationship between the fee and the purpose for which it is charged;
- (3) Identifying all sources and amounts of funding anticipate to complete financing in incomplete improvements; and
- (4) Designating the approximate dates on which the funding referred to in subparagraph (C) is expected to be deposited into the appropriate account or fund.

SECTION 3: That the City Council of the City of Stanton hereby determines that all reportable fees, collections, and expenditures have been received, deposited, invested, and expended in compliance with the relevant sections of the California Government Code and all other applicable laws for Fiscal Year 2022/23.

SECTION 4: That the City Council of the City of Stanton hereby determines that no refunds and allocations of reportable fees, as required by California Government Code Section 66001, are deemed payable at this time.

SECTION 5. That the City Council of the City of Stanton hereby determines that the City is in compliance with California Government Code Section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure, or refund of reportable fees received and expended relative to city facilities for new development for Fiscal Year 2022/23.

SECTION 6: The City Clerk shall certify as to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 28th day of November 2023.

DAVID J. SHAWVER, MAYOR

APPROVED AS TO FORM:

HONGDAO NGUYEN, CITY ATTORNEY

ATTEST:

I, Patricia A. Vazquez, City Clerk of the City of Stanton, California DO HEREBY CERTIFY that the foregoing Resolution, being Resolution No. 2023-28 has been duly signed by the Mayor and attested by the City Clerk, all at a regular meeting of the Stanton City Council, held on November 28, 2023, and that the same was adopted, signed, and approved by the following vote to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

ANNUAL DEVELOPMENT IMPACT FEE REPORT (AB1600)

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**DEVELOPMENT IMPACT FEE AND SEWER CONNECTION FEES
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November 13, 2023

To the Honorable Mayor, Members of the City Council, and Citizens of Stanton:

State law requires any local agency that imposes development impact fees to prepare a five-year report providing specific information about those fees. Therefore, in accordance with the provisions of the California Government Code Section 66000 et seq., as amended by the Assembly Bill (AB) 518 and Senate Bill (SB) 1693, I hereby submit the Development Impact Fee (DIF) Report for the City of Stanton, California for the Fiscal Year (FY) ended June 30, 2023.

DIFs are charged by the local government agencies in connection with approval of development projects. The purpose of these fees is to defray all or a portion of the cost of public facilities related to the development project. The legal requirements for enactment of a DIF program are set forth in Government Code Sections 66000-66025 (the "Mitigation Fee Act"), the bulk of which was adopted as 1987's AB 1600 and, thus, commonly referred to as "AB 1600 requirements".

In Stanton, DIFs are collected on or before the issuance of building permit or date the certificate of occupancy is issued for the purpose of mitigating the impacts caused by new development on the City's infrastructure. Fees are used to finance the acquisition, construction and improvement of public facilities needed as a result of this new development. A separate fund has been established to account for the impact of new development on each of the following types of facilities: Streets (Fund 261), Traffic Signals (Fund 262), Community Centers (Fund 263), and Police Facilities (Fund 264) Although not included in the City's DIF program, this report also includes reporting for the City's sewer connection fees as well to comply with California Government Code section 66013. The activity for these fees is accounted for in the Sewer Capital Improvement Fund (Fund 502).

California Government Code sections 66006 (b) and 66013 require the City prepare and make available to the public the DIF and Sewer Connection Fees Report within 180 days after the last day of each fiscal year. The City Council must review the annual report at a regularly scheduled public meeting after the information is made available to the public. The report was made available to the public for review through public notification on November 13, 2023.

Respectfully submitted,

Michelle Bannigan

Michelle Bannigan
Finance Director



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INTRODUCTION**LEGAL REQUIREMENTS FOR DEVELOPMENT IMPACT FEE REPORTING****A. California Government Code Section 66006 (b)**

Government Code Section 66006 (b) defines the specific reporting requirements for local agencies that impose AB 1600 DIF on new development. Annually, for each separate fund established for the collection and expenditure of DIFs, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public the information shown below for the most recent fiscal year.

- A brief description of the fee;
- The amount of the fee;
- The beginning and ending balance of the account or fund;
- The amount of the fees collected, and the interest earned;
- An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees;
- An identification of an approximate date by which the construction of the public improvement will commence, if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement;
- A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan; and
- The amount of refunds made due to insufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

B. California Government Code Section 66001 (d)

For all funds established for the collection and expenditure of DIFs, Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

- Identify the purpose to which the fee is to be put;
- Demonstrate a reasonable relationship between the fee and purpose for which it is charged;

- Identify all sources and amounts of funding anticipated to complete financing in incomplete improvements; and
- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

C. Additional Notes

The State of California Government Code Section 66002 states that local agencies that have developed a fee program may adopt a Capital Improvement Program (CIP) indicating the approximate location, size, and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees.

D. Establishing a Reasonable Relationship Between the Fee and the Purpose for Which It Is Charged

On April 12, 2011, the City Council adopted Ordinance No. 977, establishing a DIF program. The DIF fees became effective on June 12, 2011 and are applied to new or expanded commercial development, new residential development, and upon uses which intensify the use of existing commercial or residential structures. Adjustment to the fees is generally made annually in accordance with the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers. The DIF's nexus study sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs for those improvements based on the current General Plan.

DESCRIPTION AND PURPOSE OF DEVELOPMENT IMPACT FEES

The City collects DIFs to offset and address the impacts of new development on facilities and infrastructure. Currently, there are four DIF categories: Streets, Traffic Signals, Community Centers, and Police Facilities. While each fee category has its own methodology for determining fees, two main principles apply throughout:

- 1) The City aims to maintain the existing level of service as the City continues to grow; and
- 2) New development should pay its fair share of the City's infrastructure needs.

Streets – To provide for the expansion of existing primary and secondary arterial streets as set forth in the nexus study. The purpose of the streets impact fee is to fund roadway improvements to serve new development. The street impact fees will be used to widen and restripe streets to provide additional lanes. The need for street improvements is based on the trip demand placed on the system by new development.

Traffic Signals – To provide for additional traffic signals as set forth in the nexus study. The Public Works Department identified a list of traffic signals at intersections on the primary circulation system with the changes in land use and the resulted changes in number of lanes and traffic flow that will be needed to serve development within the City. Thirteen traffic signals were identified that will require improvement in order to better handle the change in traffic flow in the City due to new development.

Community Centers – To provide for the expansion, design and construction of community centers as set forth in the nexus study. The purpose of the fee is to ensure that new development funds its fair share of community centers, based on facilities referenced in the 2011 DIF nexus study. At the time of the nexus study, the City had three community center facilities totaling 27,660 square feet that served a population of approximately 39,000 residents. The nexus study provides for an additional 709 square feet of additional community centers per each residential population increase of 1,000.

Police Facilities – To provide an adequate level of police services. The increased need for services necessitates the construction of an additional facility in order that efficient services may be provided. As of the 2011 DIF nexus study, the Stanton Police Station included an 8,000 square foot facility for 34 police officers, which is approximately 235 square feet per sworn police officer. As the City's population increases due to new development, an increase in police facilities space will be needed to provide administrative support space and other police facilities for a larger police staff. Demand for services and associated facilities are based on the City's residential population.

DESCRIPTION AND PURPOSE OF SEWER CONNECTION FEE

The most recent sewer connection fee was approved by the City Council on June 12, 2018, with the adoption of Resolution No. 2018-19. The purpose of the fee is to connect a structure to the public sewer system. Similar to California Government Code section 66006 (b). California Government Code section 66013 (d) defines the specific reporting requirements for local agencies that impose a fee for sewer connections. The local agency shall make available to the public, within 180 days after the last day of the fiscal year, the following information for that fiscal year:

- A description of the charges deposited in the fund;
- The beginning and ending balance of the account or fund and the interest earned from investment of moneys in the fund;
- The amount of charged collected in that fiscal year.
- An identification of each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the total percentage of the cost of the public improvement that was funded with those charges if more than one source of funding was used;
- An identification of each public improvement on which charges were expended that was completed during that fiscal year;
- Each public improvement that is anticipated to be undertaken in the following fiscal year; and
- A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public improvements on which the transferred moneys are, or will be expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that fund will receive on the loan.

FEE SCHEDULE

The table below lists Fees in effect as of June 30, 2023.

Developer Impact Fees

Fee	Low Density	Median Density	High Density (1)
Street Fee	\$ 650	\$ 456	\$ 398
Traffic Signal Fee	\$ 145	\$ 102	\$ 89
Community Center Fee	\$ 295	\$ 295	\$ 295
Police Facilities Fee	\$ 267	\$ 267	\$ 267
Total DIF	\$ 1,357	\$ 1,120	\$ 1,049

Sewer Connection Fee

The City's sewer connection fee is \$2,900 per connection.

CITY OF STANTON
Financial Summary Report of
Developer Impact Fees/Sewer Connection Fees
Pursuant to Government Code Sections 66006 and 66013
as of June 30, 2023

	Developer Impact Fees				
	Streets Impact Fee (Fund 261)	Traffic Signals Impact Fee (Fund 262)	Community Centers Fee (Fund 263)	Police Facilities Fee (Fund 264)	Sewer Connection Fee (Fund 502)
Beginning Fund Balance	06/30/22 \$ 101,872.44	\$ -	\$ 169,388.42	\$ 153,046.56	\$ 2,844.13
Revenues					
Developer Fees	5,753.60	1,287.13	4,266.38	3,861.43	-
Sewer Connection Fees	-	-	-	-	105.00
Interest Income	2,749.07	15.95	4,502.27	4,068.73	77.32
Unrealized Gains (Losses)	(818.81)	(7.74)	(1,328.94)	(1,201.31)	(22.48)
Total Revenues	<u>7,683.86</u>	<u>1,295.34</u>	<u>7,439.71</u>	<u>6,728.85</u>	<u>159.84</u>
Expenditures					
None	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Fund Balance (A)	06/30/23 <u>\$ 109,556.30</u>	<u>\$ 1,295.34</u>	<u>\$ 176,828.13</u>	<u>\$ 159,775.41</u>	<u>\$ 3,003.97</u>
Five-Year Revenue Test:					
Fiscal Year 2018/19	\$ 47,673.94	\$ 10,662.11	\$ 33,398.85	\$ 30,228.79	
Fiscal Year 2019/20	59,848.87	13,383.08	43,237.84	39,133.91	
Fiscal Year 2020/21	58,410.82	13,140.33	41,080.23	36,914.04	
Fiscal Year 2021/22	20,593.00	4,459.14	13,995.62	12,669.95	
Fiscal Year 2022/23	7,683.86	1,295.34	7,439.71	6,728.85	
Total Revenue Received for Five-Year Period Ended 6/30/2023 (B)	<u>\$ 194,210.49</u>	<u>\$ 42,940.00</u>	<u>\$ 139,152.25</u>	<u>\$ 125,675.54</u>	

CITY OF STANTON
Financial Summary Report of
Developer Impact Fees/Sewer Connection Fees
Pursuant to Government Code Sections 66006 and 66013
as of June 30, 2023

	Developer Impact Fees				Sewer Connection Fee (Fund 502)
	Streets Impact Fee (Fund 261)	Traffic Signals Impact Fee (Fund 262)	Community Centers Fee (Fund 263)	Police Facilities Fee (Fund 264)	
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years (A) Less (B)	\$ -	\$ -	\$ 37,675.88	\$ 34,099.87	
Committed to Capital Projects - Fiscal Year 2023/24	\$ -	\$ -	\$ -	\$ -	
Amount in Excess of Allowed Deposit	\$ -	\$ -	\$ 37,675.88	\$ 34,099.87	
	SEE NOTE 1	SEE NOTE 1	SEE NOTE 2	SEE NOTE 3	

Notes:

- (1) - The five-year revenue test is met in accordance with Government Code Section 66001(d).
- (2) - Community Centers Fees have not been committed to a future project as of June 30, 2023, because the City is still accumulating sufficient revenue to fund the cost of new facilities (or increase the square footage of existing facilities). Per the 2011 DIF nexus study, the estimated cost of a new Community Center facility was \$2.2 million.
- (3) - Police Facilities Fees have not been committed to a future project as of June 30, 2023, because the City is still accumulating sufficient revenue to fund the cost of new facilities (or increase the square footage of existing facilities). Per the 2011 DIF nexus study, the estimated cost of a new facility was \$2 million.

NOTE TO THE DEVELOPMENT IMPACT FEE REPORT

The note addresses an item required by California Government Code Section 66006 (b).

Note 1 – Refund of Developer Fee

At this time, all fees being collected pursuant to the DIF program have been earmarked for current or future capital projects necessary to maintain the current levels of services within existing service areas to serve new development.

DEVELOPMENT IMPACT FEE AND SEWER CONNECTION FEES PROJECT IDENTIFICATION

The DIF projects identification table illustrates the following reporting requirements defined by California Government Code Section 66006 (b):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

The Sewer Connection Fee projects identification table illustrates the following reporting requirements defined by California Government Code Section 66013 (d):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of each public improvement that is anticipated to be undertaken in the following fiscal year.

CITY OF STANTON
Developer Impact Fees Project Identification
Fiscal Year Ended June 30, 2023

Project No.	Project Name	Project Phase	Estimated Completion Date	Estimated Project Cost	Developer Impact Fees			% Funded with Developer Impact Fees
					Budget Through 6/30/2023	Actual Through 6/30/2023	% Complete	
<u>Streets Impact Fee (Fund 261)</u>								
211-3510-710205	Cerritos Avenue Widening Project	Completed	June 2020	\$ 208,963	\$ 140,200	\$ 140,200	100.0%	67.1%
N/A	Garden Grove Blvd. Widening (East of Beach Blvd.)	Not Planned	N/A	1,300,000	-	-	0.0%	0.0%
N/A	Dale Ave. Widening (North of Lola Ave. to S. of Chapman)	Not Planned	N/A	4,225,000	-	-	0.0%	0.0%
N/A	Cerritos Avenue Widening (W. of Knott Ave. to E. of Magnolia)	Not Planned	N/A	5,225,000	-	-	0.0%	0.0%
N/A	Katella Widening (Beach to Dale)	Not Planned	N/A	1,100,000	-	-	0.0%	0.0%
Total Streets DIF				12,058,963	140,200	140,200	0.0%	1.2%
<u>Traffic Signals Impact Fee (Fund 262)</u>								
2021-105	Fiscal Year 2020/21 Annual Traffic Signal Improvements	Not Started	June 2022	109,784	55,109	54,068	100.0%	49.2%
N/A	Traffic Signal at Katella Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Katella Ave./Magnolia Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Knott Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Western Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Chapman Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Lampson Ave./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Garden Grove Blvd./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Knott Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Western Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Magnolia Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
Total Traffic Signals DIF				13,109,784	55,109	54,068	0.0%	0.4%
<u>Community Centers Impact Fee (Fund 263)</u>								
N/A	Additional 14,170 square feet of community centers	Not Planned	N/A	2,210,000	-	-	0.0%	0.0%
Total Community Centers DIF				2,210,000	-	-	0.0%	0.0%
<u>Police Facilities Impact Fee (Fund 264)</u>								
N/A	Additional 4,000 square feet of police facilities	Not Planned	N/A	2,000,000	-	-	0.0%	0.0%

Note:

(1) This schedule was prepared based on the 2011 Developer Impact Fee Nexus Study and the City's Capital Improvement Program Budget.

CITY OF STANTON
Sewer Connection Fees Project Identification
Fiscal Year Ended June 30, 2023

Project No.	Project Name	Project Phase	Estimated Completion Date	Estimated Project Cost	Sewer Connection Fee Portion			
					Budget	Actual	% Complete	% Funded with Sewer Connection Fees

Fiscal Year 2021/22

No expenditures were incurred during Fiscal Year 2021/22. The City has been working on an update of its Sewer Master Plan update to identify future sewer capital project needs.

Fiscal Year 2022/23

No expenditures were incurred during Fiscal Year 2022/23. The City has been working on an update of its Sewer Master Plan update to identify future sewer capital project needs.

Projects Planned for Fiscal Year 2023/24

2024-301	Annual Sewer Rehabilitation Project-Fiscal Year 2023/24	Planned	June 2025	\$	550,000				
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CITY OF STANTON

ANNUAL DEVELOPMENT IMPACT FEE REPORT (AB1600)

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November 13, 2023

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State law requires any local agency that imposes development impact fees to prepare a five-year report providing specific information about those fees. Therefore, in accordance with the provisions of the California Government Code Section 66000 et seq., as amended by the Assembly Bill (AB) 518 and Senate Bill (SB) 1693, I hereby submit the Development Impact Fee (DIF) Report for the City of Stanton, California for the Fiscal Year (FY) ended June 30, 2023.

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California Government Code sections 66006 (b) and 66013 require the City prepare and make available to the public the DIF and Sewer Connection Fees Report within 180 days after the last day of each fiscal year. The City Council must review the annual report at a regularly scheduled public meeting after the information is made available to the public. The report was made available to the public for review through public notification on November 13, 2023.

Respectfully submitted,

Michelle Bannigan

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Finance Director



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INTRODUCTION**LEGAL REQUIREMENTS FOR DEVELOPMENT IMPACT FEE REPORTING****A. California Government Code Section 66006 (b)**

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- The amount of refunds made due to insufficient funds being collected to complete financing on incomplete public improvements, and the amount of reallocation of funds made due to administrative costs of refunding unexpended revenues exceeding the amount to be refunded.

B. California Government Code Section 66001 (d)

For all funds established for the collection and expenditure of DIFs, Government Code Section 66001 (d) has additional requirements. For the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make all of the following findings with respect to that portion of the fund remaining unexpended, whether committed or uncommitted:

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- Designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

C. Additional Notes

The State of California Government Code Section 66002 states that local agencies that have developed a fee program may adopt a Capital Improvement Program (CIP) indicating the approximate location, size, and timing of projects, plus an estimate for the cost of all facilities or improvements to be financed by fees.

D. Establishing a Reasonable Relationship Between the Fee and the Purpose for Which It Is Charged

On April 12, 2011, the City Council adopted Ordinance No. 977, establishing a DIF program. The DIF fees became effective on June 12, 2011 and are applied to new or expanded commercial development, new residential development, and upon uses which intensify the use of existing commercial or residential structures. Adjustment to the fees is generally made annually in accordance with the Bureau of Labor Statistics Consumer Price Index for all Urban Consumers. The DIF's nexus study sets forth the relationship between contemplated future development, facilities needed to serve future development and the estimated costs for those improvements based on the current General Plan.

DESCRIPTION AND PURPOSE OF DEVELOPMENT IMPACT FEES

The City collects DIFs to offset and address the impacts of new development on facilities and infrastructure. Currently, there are four DIF categories: Streets, Traffic Signals, Community Centers, and Police Facilities. While each fee category has its own methodology for determining fees, two main principles apply throughout:

- 1) The City aims to maintain the existing level of service as the City continues to grow; and
- 2) New development should pay its fair share of the City's infrastructure needs.

Streets – To provide for the expansion of existing primary and secondary arterial streets as set forth in the nexus study. The purpose of the streets impact fee is to fund roadway improvements to serve new development. The street impact fees will be used to widen and restripe streets to provide additional lanes. The need for street improvements is based on the trip demand placed on the system by new development.

Traffic Signals – To provide for additional traffic signals as set forth in the nexus study. The Public Works Department identified a list of traffic signals at intersections on the primary circulation system with the changes in land use and the resulted changes in number of lanes and traffic flow that will be needed to serve development within the City. Thirteen traffic signals were identified that will require improvement in order to better handle the change in traffic flow in the City due to new development.

Community Centers – To provide for the expansion, design and construction of community centers as set forth in the nexus study. The purpose of the fee is to ensure that new development funds its fair share of community centers, based on facilities referenced in the 2011 DIF nexus study. At the time of the nexus study, the City had three community center facilities totaling 27,660 square feet that served a population of approximately 39,000 residents. The nexus study provides for an additional 709 square feet of additional community centers per each residential population increase of 1,000.

Police Facilities – To provide an adequate level of police services. The increased need for services necessitates the construction of an additional facility in order that efficient services may be provided. As of the 2011 DIF nexus study, the Stanton Police Station included an 8,000 square foot facility for 34 police officers, which is approximately 235 square feet per sworn police officer. As the City's population increases due to new development, an increase in police facilities space will be needed to provide administrative support space and other police facilities for a larger police staff. Demand for services and associated facilities are based on the City's residential population.

DESCRIPTION AND PURPOSE OF SEWER CONNECTION FEE

The most recent sewer connection fee was approved by the City Council on June 12, 2018, with the adoption of Resolution No. 2018-19. The purpose of the fee is to connect a structure to the public sewer system. Similar to California Government Code section 66006 (b). California Government Code section 66013 (d) defines the specific reporting requirements for local agencies that impose a fee for sewer connections. The local agency shall make available to the public, within 180 days after the last day of the fiscal year, the following information for that fiscal year:

- A description of the charges deposited in the fund;
- The beginning and ending balance of the account or fund and the interest earned from investment of moneys in the fund;
- The amount of charged collected in that fiscal year.
- An identification of each public improvement on which charges were expended and the amount of the expenditure for each improvement, including the total percentage of the cost of the public improvement that was funded with those charges if more than one source of funding was used;
- An identification of each public improvement on which charges were expended that was completed during that fiscal year;
- Each public improvement that is anticipated to be undertaken in the following fiscal year; and
- A description of each interfund transfer or loan made from the capital facilities fund. The information provided, in the case of an interfund transfer, shall identify the public improvements on which the transferred moneys are, or will be expended. The information, in the case of an interfund loan, shall include the date on which the loan will be repaid, and the rate of interest that fund will receive on the loan.

FEE SCHEDULE

The table below lists Fees in effect as of June 30, 2023.

Developer Impact Fees

Fee	Low Density	Median Density	High Density (1)
Street Fee	\$ 650	\$ 456	\$ 398
Traffic Signal Fee	\$ 145	\$ 102	\$ 89
Community Center Fee	\$ 295	\$ 295	\$ 295
Police Facilities Fee	\$ 267	\$ 267	\$ 267
Total DIF	\$ 1,357	\$ 1,120	\$ 1,049

Sewer Connection Fee

The City's sewer connection fee is \$2,900 per connection.

CITY OF STANTON
Financial Summary Report of
Developer Impact Fees/Sewer Connection Fees
Pursuant to Government Code Sections 66006 and 66013
as of June 30, 2023

EXHIBIT A

	Developer Impact Fees				
	Streets Impact Fee (Fund 261)	Traffic Signals Impact Fee (Fund 262)	Community Centers Fee (Fund 263)	Police Facilities Fee (Fund 264)	Sewer Connection Fee (Fund 502)
Beginning Fund Balance	\$ 101,872.44	\$ -	\$ 169,388.42	\$ 153,046.56	\$ 2,844.13
<u>Revenues</u>					
Developer Fees	5,753.60	1,287.13	4,266.38	3,861.43	-
Sewer Connection Fees	-	-	-	-	105.00
Interest Income	2,749.07	15.95	4,502.27	4,068.73	77.32
Unrealized Gains (Losses)	(818.81)	(7.74)	(1,328.94)	(1,201.31)	(22.48)
Total Revenues	7,683.86	1,295.34	7,439.71	6,728.85	159.84
<u>Expenditures</u>					
None	-	-	-	-	-
Total Expenditures	-	-	-	-	-
Ending Fund Balance (A)	\$ 109,556.30	\$ 1,295.34	\$ 176,828.13	\$ 159,775.41	\$ 3,003.97
<u>Five-Year Revenue Test:</u>					
Fiscal Year 2018/19	\$ 47,673.94	\$ 10,662.11	\$ 33,398.85	\$ 30,228.79	
Fiscal Year 2019/20	59,848.87	13,383.08	43,237.84	39,133.91	
Fiscal Year 2020/21	58,410.82	13,140.33	41,080.23	36,914.04	
Fiscal Year 2021/22	20,593.00	4,459.14	13,995.62	12,669.95	
Fiscal Year 2022/23	7,683.86	1,295.34	7,439.71	6,728.85	
Total Revenue Received for Five-Year Period Ended 6/30/2023 (B)	\$ 194,210.49	\$ 42,940.00	\$ 139,152.25	\$ 125,675.54	

CITY OF STANTON
Financial Summary Report of
Developer Impact Fees/Sewer Connection Fees
Pursuant to Government Code Sections 66006 and 66013
as of June 30, 2023

	Developer Impact Fees					Sewer Connection Fee (Fund 502)
	Streets Impact Fee (Fund 261)	Traffic Signals Impact Fee (Fund 262)	Community Centers Fee (Fund 263)	Police Facilities Fee (Fund 264)		
Unexpended Impact Fees and Interest in Excess of Total Receipts for Last Five Years (A) Less (B)	\$ -	\$ -	\$ 37,675.88	\$ 34,099.87		
Committed to Capital Projects - Fiscal Year 2023/24	\$ -	\$ -	\$ -	\$ -		
Amount in Excess of Allowed Deposit	\$ -	\$ -	\$ 37,675.88	\$ 34,099.87		

Notes:

- (1) - The five-year revenue test is met in accordance with Government Code Section 66001(d).
- (2) - Community Centers Fees have not been committed to a future project as of June 30, 2023, because the City is still accumulating sufficient revenue to fund the cost of new facilities (or increase the square footage of existing facilities). Per the 2011 DIF nexus study, the estimated cost of a new Community Center facility was \$2.2 million.
- (3) - Police Facilities Fees have not been committed to a future project as of June 30, 2023, because the City is still accumulating sufficient revenue to fund the cost of new facilities (or increase the square footage of existing facilities). Per the 2011 DIF nexus study, the estimated cost of a new facility was \$2 million.

NOTE TO THE DEVELOPMENT IMPACT FEE REPORT

The note addresses an item required by California Government Code Section 66006 (b).

Note 1 – Refund of Developer Fee

At this time, all fees being collected pursuant to the DIF program have been earmarked for current or future capital projects necessary to maintain the current levels of services within existing service areas to serve new development.

DEVELOPMENT IMPACT FEE AND SEWER CONNECTION FEES PROJECT IDENTIFICATION

The DIF projects identification table illustrates the following reporting requirements defined by California Government Code Section 66006 (b):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

The Sewer Connection Fee projects identification table illustrates the following reporting requirements defined by California Government Code Section 66013 (d):

- An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
- An identification of each public improvement that is anticipated to be undertaken in the following fiscal year.

CITY OF STANTON
Developer Impact Fees Project Identification
Fiscal Year Ended June 30, 2023

Project No.	Project Name	Project Phase	Estimated Completion Date	Estimated Project Cost	Budget Through 6/30/2023	Actual Through 6/30/2023	Developer Impact Fees	
							% Complete	% Funded with Developer Impact Fees
<u>Streets Impact Fee (Fund 261)</u>								
211-3510-710205	Cerritos Avenue Widening Project	Completed	June 2020	\$ 208,963	\$ 140,200	\$ 140,200	100.0%	67.1%
N/A	Garden Grove Blvd. Widening (East of Beach Blvd.)	Not Planned	N/A	1,300,000	-	-	0.0%	0.0%
N/A	Dale Ave. Widening (North of Lola Ave. to S. of Chapman)	Not Planned	N/A	4,225,000	-	-	0.0%	0.0%
N/A	Cerritos Avenue Widening (W. of Knott Ave. to E. of Magnolia)	Not Planned	N/A	5,225,000	-	-	0.0%	0.0%
N/A	Katella Widening (Beach to Dale)	Not Planned	N/A	1,100,000	-	-	0.0%	0.0%
Total Streets DIF				12,058,963	140,200	140,200	0.0%	1.2%
<u>Traffic Signals Impact Fee (Fund 262)</u>								
2021-105	Fiscal Year 2020/21 Annual Traffic Signal Improvements	Not Started	June 2022	109,784	55,109	54,068	100.0%	49.2%
N/A	Traffic Signal at Katella Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Katella Ave./Magnolia Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Knott Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Western Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Orangewood Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Chapman Ave./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Garden Grove Blvd./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Knott Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Western Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Beach Blvd.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
N/A	Traffic Signal at Cerritos Ave./Dale Ave.	Not Planned	N/A	1,000,000	-	-	0.0%	0.0%
Total Traffic Signals DIF				13,109,784	55,109	54,068	0.0%	0.4%
<u>Community Centers Impact Fee (Fund 263)</u>								
N/A	Additional 14,170 square feet of community centers	Not Planned	N/A	2,210,000	-	-	0.0%	0.0%
Total Community Centers DIF				2,210,000	-	-	0.0%	0.0%
<u>Police Facilities Impact Fee (Fund 264)</u>								
N/A	Additional 4,000 square feet of police facilities	Not Planned	N/A	2,000,000	-	-	0.0%	0.0%

Note:
(1) This schedule was prepared based on the 2011 Developer Impact Fee Nexus Study and the City's Capital Improvement Program Budget.

CITY OF STANTON
Sewer Connection Fees Project Identification
Fiscal Year Ended June 30, 2023

Project No.	Project Name	Project Phase	Estimated Completion Date	Estimated Project Cost	Sewer Connection Fee Portion		
					Budget	Actual	% Complete

% Funded
with Sewer
Connection Fees

Fiscal Year 2021/22

No expenditures were incurred during Fiscal Year 2021/22. The City has been working on an update of its Sewer Master Plan update to identify future sewer capital project needs.

Fiscal Year 2022/23

No expenditures were incurred during Fiscal Year 2022/23. The City has been working on an update of its Sewer Master Plan update to identify future sewer capital project needs.

Projects Planned for Fiscal Year 2023/24

2024-301	Annual Sewer Rehabilitation Project-Fiscal Year 2023/24	Planned	June 2025	\$ 550,000
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ORDINANCE NO. 1135

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF STANTON, CALIFORNIA, ADDING SECTION 12.08.450 TO AND AMENDING SECTIONS 12.08.010 AND 12.12.010 OF THE CITY'S MUNICIPAL CODE, REPEALING THE CITY'S ADMINISTRATIVE POLICY NO. VI-1-1, AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2), 15061(b)(3) AND 15378(b)(5)

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, pursuant to the California Constitution, Article, XI, section 7, the City of Stanton may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general law; and

WHEREAS, the California Constitution grants the City the right to adopt reasonable regulations regarding its rights-of-way, which reasonable regulations would include the establishment of protections on newly paved streets and the creation of clear enforcement mechanisms relating to encroachment permits; and

WHEREAS, the public right-of-way is a unique public resource held in trust for the benefit of the public; this physically limited resource requires proper management to maximize its efficiency and minimize the costs to taxpayers, to protect against foreclosure of future economic expansion because of premature exhaustion of the public right-of-way, and to minimize the inconvenience to and negative effects on the public from use of the public right-of-way by contractors and utility companies; and

WHEREAS, to protect the integrity and quality of streets and public right-of-way, the Stanton Municipal Code sets forth, in Chapter 12.08 ("Streets and Sidewalks -- Excavation--Excavations"), a permitting and fee system for encroachments and trench cuts to City streets; and

WHEREAS, protections on newly paved streets would safeguard the City's investment in its infrastructure, preserve the life of streets, and provide a safe driving surface and a pleasing appearance to roadway surfaces that have undergone utility work; and

WHEREAS, the City desires to establish protections on newly paved streets through the adoption of this Ordinance to further the purposes stated herein; and

WHEREAS, pursuant to California Government Code section 53069.4, the City may, by ordinance, make the violation of any ordinance enacted by its City Council subject to a civil administrative fine or penalty; and

WHEREAS, given the foregoing, the City has determined that it is appropriate to amend sections 12.080.010 and 12.12.010 to clarify that Work on City Property or in the public right-of-way without a valid encroachment permit is prohibited and to implement penalties for violating the aforementioned sections.

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: The City Council hereby finds that the Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines sections 15060(c)(2), 15061(b)(3), and 15378(b)(5). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable physical change in the environment; and the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA.

SECTION 3: Section 12.08.450 of Chapter 12.08 of Title 12 of the Stanton Municipal Code, entitled, "Protections on Newly Paved Streets," is hereby added to read in its entirety as follows (additions are underlined and deletions are in ~~strikeout~~):

"12.08.450 Protections on Newly Paved Streets

A. Definitions. The following definitions are applicable within this section:

"Asphalt Concrete" (AC) means a blend of aggregate and asphalt binder meeting the specifications set forth in the City of Stanton standard specifications, Orange County standard specifications, and Caltrans Standard Specifications Section 39, " Hot Mix Asphalt," whichever is more stringent or as directed by the Director.

"Director" means Public Works Director or designee.

"Excavate" or "Excavation" means any cutting, drilling, digging, potholing or otherwise disturbing the street surface within the public right-of-way to access or install a utility line or any related facility or for other reasons.

"Facility" means any fiber optic, coaxial, or copper cable; communication service equipment; telephone, telecommunications, electric or other wire, line or equipment; utility structure; oil, gas, or other pipeline; duct; conduit; cabinet; tunnel; vault; drain; manhole; splice box; surface location marker; pole; subsurface tiebacks; soil nails; stairs; access ramps; subsurface foundations; landscape features, including curbs around planter areas;

planter boxes; clocks; bus shelters; phone booths; bike racks; fencing; retaining walls; benches; stockpiles; building materials; and other appurtenances or tangible things located in, upon, above, beneath, or across any public right- of-way.

“Newly Paved Street” means a public street, lane, court, alley, boulevard, median, parkway, parking lot, easement reserved by or dedicated to the city for vehicular or pedestrian travel, or other public right-of-way that was (a) constructed, reconstructed, or overlaid within the past four (4) years, or (b) slurry sealed within the past two (2) years.

“Permit” means written authorization from the Director to excavate, encroach upon, or obstruct a public right-of-way in compliance with this section.

"Public right-of-way" or "right-of-way" means land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for and dedicated to the general public for street, highway, alley, median, public utility, storm drainage, water, sanitary sewer, bikeway or pedestrian walkway purposes.

“Utility” means any person or entity providing electricity, gas, telephone, telecommunications, water, sanitary sewer or other services to customers, and which pursuant to state law or local franchise is entitled to install its facilities in the public right-of-way.

B. Protections on Newly Paved Streets. For streets, alleys, and public places that were constructed, reconstructed, overlaid, or sealed, the following shall apply:

1. Non-emergency street excavation is prohibited for a period of four (4) years from the date of notice of completion of street construction, reconstruction, or overlay.
2. Non-emergency street excavation is prohibited for a period of two (2) years from the date of notice of completion of slurry seal.

Utilities shall plan well enough in advance to determine alternate methods for making necessary repairs to avoid excavating newly resurfaced public streets.

C. Exceptions. Exceptions to the Protections on Newly Paved Streets may be permitted in the following situations, at the discretion of Director:

1. Emergencies that create imminent endangerment of life or property;
2. Interruption of essential utility service;

3. Work that is mandated by the city, state, or federal law;
4. Service for new development or new customers where no other reasonable means of providing service exists; and
5. Other situations deemed by the Director to be in the best interest of the general public.

Emergencies and other exceptions do not exempt the permittee from any requirements to repair the pavement as included herein or as conditions of approval of a permit. The provisions of this section shall not apply to officers or employees of the City acting in the discharge of their official duties.

D. Waiver Application. To apply for a waiver to excavate within a public street within four (4) years of the completion date of the street construction, reconstruction, or overlay or within two (2) years of the date of notice of completion of slurry seal, the applicant must submit a written request to the Director. The request must include the following:

1. The location of the excavation.
2. Description of the work to be performed.
3. A statement from the applicant setting forth good cause for why the work was not performed before the public street was resurfaced.
4. A statement from the applicant setting forth good cause for why the work cannot be deferred until after the respective four (4) year or two (2) year time periods referenced in this subsection.
5. A statement from the applicant setting forth good cause for why the work cannot be performed at another location.

E. Permit Conditions. In the event that a waiver is granted under subsection (D) of this section, any excavation in the public street shall be repaired in accordance with any and all conditions of the permit and the following standards:

1. Construction, Reconstruction, Overlay:
 - i. For street cuts/trenches, on a Newly Paved Street, perpendicular to traffic lanes (a transverse street cut): The permittee will be required to grind and overlay, two (2) inches of AC, twenty-five (25) feet on both sides of the trench line and for the full width of the street but not less than five (5) feet from the end(s) of the trench. All work requires a properly licensed contractor.
 - ii. For street cuts/trenches, on a Newly Paved Street, parallel to traffic lanes (a longitudinal street cut): The permittee will be required to grind and overlay two (2) inches of AC, the full width of the street minimum, for the full length of the cut plus ten (10) feet on both ends. All work requires a properly licensed contractor.

2. Slurry Seal:

- i. For street cuts/trenches, on a Newly Paved Street, perpendicular to traffic lanes (a transverse street cut): The permittee will be required to slurry seal, match existing slurry seal, twenty (20) feet on both sides of the trench line and for the full width of all impacted traffic lane(s) cut; but not less than five (5) feet from the end(s) of the trench. If the trench end(s) is less than or equal to five (5) feet from a lane line the adjacent lane shall be included. All work requires a properly licensed contractor.
- ii. For street cuts/trenches, on a Newly Paved Street, parallel to traffic lanes (a longitudinal street cut): The permittee will be required to slurry seal, match existing slurry seal, one-half (1/2) street width minimum, for the full length of the cut/trench plus ten (10) feet on both ends, but not less than or equal to five (5) feet from trench edge both sides of trench, if this limit encroaches into adjacent lane, the other half of the street, then the full lane width shall be included. All work requires a properly licensed contractor.

3. Microtrenching:

- i. For street cuts or trenches on a Newly Paved Street for the purpose of microtrenching, as defined in Government Code section 65964.5, the Director shall have discretion as to what repairs the permittee will be required to perform on a case-by-case basis.

F. Violation and Penalties. Any street cut, trench, or condition caused or permitted to exist in violation of any of the provisions of this section is a threat to public health, safety, and welfare. Such condition is hereby declared and deemed to be a public nuisance and may be corrected or abated as directed by the Director. In addition to the foregoing, all violations of this section shall be punishable in accordance with Title 1 of this Code."

SECTION 4: The City Council hereby repeals the City's Administrative Policy No. VI-1-1 titled "Pavement Cut Policy."

SECTION 5: Section 12.08.010 of Chapter 12.08 of Title 12 of the Stanton Municipal Code, entitled, "Permit, deposit required," is hereby amended to read in its entirety as follows (additions are underlined and deletions are in ~~strikeout~~)

“12.08.010 Permit, deposit required.

No person, firm or corporation shall make or cause or permit to be made, any excavation in or under the surface of any public street, alley, sidewalk or other public place for the installation, repair or removal of any public conduit, duct or tunnel, or for any other purpose without first obtaining from the city engineer a written permit to make such excavation and make a deposit to cover the cost of inspection and of restoring such public street, alley, sidewalk or other public place to its original condition, together with the incidental expenses in connection therewith as provided in this chapter. No person, firm, contractor, or corporation shall perform any work on or within City Property as defined in Section 12.12.010(A) or the public right-of-way without first obtaining an encroachment permit as required under section 12.12.010 of the Stanton Municipal Code. (Prior code § 12.12.010)

SECTION 6: Section 12.12.010 of Chapter 12.12 of Title 12 of the Stanton Municipal Code, entitled, “Approval of engineer,” is hereby amended to read in its entirety as follows (additions are underlined and deletions are in ~~strikeout~~)

“12.12.010 Approval of engineer.

A. Definitions. The following definitions are applicable within this Title 12.12:

“Facilities” means any fiber optic, coaxial, or copper cable; communication service equipment; telephone, telecommunications, electric or other wire, line or equipment; utility structure; oil, gas, or other pipeline; duct; conduit; cabinet; tunnel; vault; drain; manhole; splice box; surface location marker; pole; subsurface tiebacks; soil nails; stairs; access ramps; subsurface foundations; landscape features, including curbs around planter areas; planter boxes; clocks; bus shelters; phone booths; bike racks; fencing; retaining walls; benches; stockpiles; building materials; and other appurtenances or tangible things located in, upon, above, beneath, or across any City Property or public right- of-way.

“City Property” means both of the following: (i) any easement or license granted to the City; or (ii) any real property owned by the city.

“Encroachment Permit” means a permit issued by the City Engineer authorizing Work on or within City Property or the public right-of-way.

“Public right-of-way” or “right-of-way” means land which by deed, conveyance, agreement, easement, dedication, usage or process of law is reserved for and dedicated to the general public for street, highway, alley, median, public utility, storm drainage, water, sanitary sewer, bikeway or pedestrian walkway purposes.

“Work” means any activity on or within City Property or the public right-of-way that impacts or has the potential to impact Facilities.

B. Unauthorized Work.

1. Subject to subsection (C) below, it is a misdemeanor for any person, firm, corporation, or entity to perform Work on or within City Property or the public right-of-way, without first obtaining a valid Encroachment Permit in compliance with this section 12.12.010.

2. Subject to subsection (C) below, it is a misdemeanor for any person, firm, corporation, or entity to perform Work on or within City Property or the public right-of-way, in violation of any terms or conditions imposed by an Encroachment Permit issued for the Work.

3. Any person, firm, corporation, or entity who violates the provisions of this chapter is guilty of a separate offense for each day, or portion thereof, during which the violation continues

C. Exceptions. Subsections (B)(1) and (B)(2) shall not apply to any of the following:

1. Activities by any City employee conducted in the course of their employment.

2. Activities authorized by the City in writing.

3. Actions by first responders and/or members of the public to render assistance or medical care to another person at the scene of an emergency.

D. Penalties. In addition to any other remedies available at law or equity or provided under any other City ordinance, upon discovering a violation of subsection (B)(1) or (B)(2) above, the City may:

1. Require the immediate stoppage and removal of any Work-related equipment, connections, or tools from City Property or the public right-of-way;

2. After notice in accordance with City standards, terminate water and/or sewer service of any individual or entity responsible for the Work; and

3. Charge the perpetrator an administrative citation as provided for under Section 1.12.070 of the of the Stanton Municipal Code.

E. Payment and Appeal Procedures. The payment and appeal procedures for violations of this Ordinance shall be as set forth in Title 1 of the Stanton Municipal Code, as applicable.

F. All applications to the state or any agency thereof for encroachment permits over or access to state highways within the city shall be submitted to the city engineer for approval.

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 the approval and adoption 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 in the City Clerk's Department, 7800 Katella Avenue, Stanton, California. The City Clerk is the custodian of records.

PASSED, APPROVED, AND ADOPTED this 24th day of November, 2023.

DAVID J. SHAWVER, MAYOR

ATTEST:

PATRICIA A. VAZQUEZ, CITY CLERK

APPROVED AS TO FORM:

HONGDAO NGUYEN, 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. 1135 was introduced at a regular meeting of the City Council of the City of Stanton, California, held on the 14th day of November, 2023 and was duly adopted at a regular meeting of the City Council held on the 28th day of November, 2023, by the following roll-call vote, to wit:

AYES: COUNCILMEMBERS: _____

NOES: COUNCILMEMBERS: _____

ABSENT: COUNCILMEMBERS: _____

ABSTAIN: COUNCILMEMBERS: _____

PATRICIA A. VAZQUEZ, CITY CLERK

CITY OF STANTON

REPORT TO THE CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 28, 2023

SUBJECT: BROADCASTING CITY COUNCIL MEETINGS

REPORT IN BRIEF:

At its meeting of October 11, 2022, City Council directed staff to proceed with a 12-month pilot program to live stream City Council meetings on the Zoom virtual meeting platform and to report back to the City Council at the end of the pilot program with participation data.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act ("CEQA") pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide input/direction to staff on the continuation of televising/broadcasting City Council meetings.

BACKGROUND:

Since the City Council meeting of June 23, 2020, the City has created audio recordings of City Council meetings. Once the audio recording for a meeting is finalized, it is posted to the City's website. The City continues to create and post audio recordings of City Council meetings to the City's website and as of December 13, 2022, the City began to create and maintain Zoom video recordings of City Council meetings, which are also posted to the City's website once finalized. The rebroadcasted Zoom videos are also posted and made available via the City's YouTube Channel.

ANALYSIS AND JUSTIFICATION:

As the end of the 12-month pilot program nears, staff has gathered for City Council review, participation data retrieved through YouTube analytics, as well as City accumulated statistical data for the time period of December 14, 2022, through November 1, 2023.

Analytics and Metrics

In monitoring the interactions, key metrics, and reports of the City's posted City Council meeting videos, staff has been able to gauge the consumption of posted videos, along with live streaming participation data. As of November 1, 2023, there has been a total of 23 City Council meeting videos posted to the City's YouTube channel.

Per YouTube analytics the following definitions are being provided to assist the City Council in understanding the interaction of the public's consumption of the City's posted City Council meeting videos during the 12-month pilot program:

- Views: The number of unique views on posted content.

The total number of recorded views, excluding 58 views, due to the verification of content upload views by the Office of the City Clerk, came to a total of 577 unique participant views. This is an average of 25 views per video.

- Average view duration: The total watch time of a video divided by the total number of video plays, including replays. This metric measures a video's ability to engage viewers. If a video is not determined to be engaging, viewers will bounce from the video quickly.

The average view duration of uploaded City Council rebroadcasted Zoom videos was reported as 2.68 minutes.

- Watch time: The total amount of minutes viewers have spent watching a video.

The total amount of minutes participants spent watching uploaded City Council rebroadcasted Zoom videos was reported as 29.95 hours. This is an average of 1.3 hours per video.

- Subscriber: People or accounts that are subscribed to a channel.

The City of Stanton YouTube channel has a total of 53 subscribers and of the reported total subscribers, two subscribers each watched one video. Both views from each of the two subscribers were viewed in the month of January 2023. The remaining views were by non-subscribers of the City's YouTube channel.

The City's accumulated statistical data during "in real time" live streaming of City Council meetings during the 12-month pilot program provides data on the following statistics:

- Form of Participation: The mode in which a participant joins an active live stream.

The City's type of subscription on the Zoom meeting platform provides two types of observation methods to join a live stream, participants were able to join either via Zoom weblink or telephone (call in). The combined total number of participants who

connected to the City's live stream via weblink and telephone came to a total of 67 watchers/listeners. This is an average of 2.9 participants per meeting.

- Watch/Call-In Time: Time spent watching the live stream/listening to the live stream.

Information was gathered to monitor both the arrival and departure times of each individual participant within the live stream. The average duration of a participant remaining within the live stream is reported as 1.6 hours. The total number of minutes participants have watched/listened to the live stream is reported as 77.82 hours.

- Special Events/Items: Agendized items such as interviews and appointments of commissioners/committee members, award ceremonies, and budget workshops, for City Council discussion and consideration.
- Participant Information: Members of the public, representatives from special districts/offices, members of the press, and commissioners/committee members. This section also includes the total number of verifications of content upload views by the Office of the City Clerk.

Zoom Bombings and Raidings and Security

Recently, many cities throughout California have experienced the return of "Zoom bombings" or "Zoom raidings", which is when a participant disrupts an online Zoom meeting with visual, video or audio content during a City Council live stream meeting. To date approximately 60 cities have reported experiencing a form of "Zoom bombing". Due to these incidents, 35 of the impacted cities have reported that they have either discontinued Zoom public comments, are considering removal of Zoom public comments, and/or discontinued use of Zoom as a meeting option and are only allowing in-person or written public comments.

The City, during its implementation of the use of the Zoom meeting platform during the pandemic as well as for the 12-month pilot program, has not allowed the option for the public to provide public comment virtually via Zoom, outside of any approved requests submitted to the City Council requesting that the Mayor or a Council Member be allowed to virtually participate at a City Council meeting pursuant to Assembly Bill (AB) 2449. Members of the public have the option to provide public comment in-person, via written communication, and/or via e-mail correspondence.

The City has been proactive in safeguarding its live streaming of meetings by utilizing Zoom's security features, including:

- Hide profile photos
- Restrict screen sharing
- Restrict chat functionality

- Restrict renaming to meeting organizer
- Restrict unmuting to meeting organizer
- Restrict starting video to meeting organizer
- Remove participant(s)
- Suspend participant activities if needed

However, even with the provided security features the City's live streaming of meetings is still open to exposure of being "Zoom bombed" as other live streaming cities have experienced.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

ENVIRONMENTAL IMPACT:

In accordance with the requirements of the California Environmental Quality Act (CEQA), this item is not subject to CEQA pursuant to Sections 15378(b)(5)(Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment).

PUBLIC NOTIFICATION:

Public notification provided through the regular agenda process.

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE ADDRESSED:

Obj. No. 6: Maintain and promote a responsive, high quality and transparent government.

Prepared by: Patricia A. Vazquez, City Clerk

Approved by: Hannah Shin-Heydorn, City Manager

Attachment(s):

- A. YouTube Analytics
- B. City Accumulated Statistical Data

YouTube Analytics

Attachment: A
Click here to return to the agenda.

Content	Video title	Views	Watch time (hours)	Subscribers	Average view duration
Total		635	29.9537	2	0:02:68
	2022-12-13 City Council Meeting	34	1.3519	0	0:02:23
	2023-01-10 City Council Meeting	43	2.3344	1	0:03:15
	2023-01-24 City Council Meeting	41	1.2536	1	0:01:50
	2023-02-14 City Council Meeting	24	0.4471	0	0:01:07
	2023-02-28 City Council Meeting	44	3.1981	0	0:04:21
	2023-03-07 City Council Meeting (Special)	32	0.9586	0	0:01:47
	2023-03-14 City Council Meeting	33	0.5223	0	0:00:56
	2023-03-28 City Council Meeting	19	1.8273	0	0:05:46
	2023-04-11 City Council Meeting	16	2.3472	0	0:08:48
	2023-04-25 City Council Meeting	18	0.7143	0	0:02:22
	2023-05-09 City Council Meeting	22	2.0841	0	0:05:41
	2023-05-16 City Council Meeting	15	0.2978	0	0:01:11
	2023-05-23 City Council Meeting	18	0.5843	0	0:01:56
	2023-06-13 City Council Meeting	16	0.5035	0	0:01:53
	2023-06-27 City Council Meeting	43	1.6586	0	0:02:18
	2023-07-11 City Council Meeting	35	1.0839	0	0:01:51
	2023-08-08 City Council Meeting	30	1.5294	0	0:03:03
	2023-08-22 City Council Meeting	27	1.8019	0	0:04:00
	2023-08-30 City Council Meeting (Special)	8	0.0576	0	0:00:25
	2023-09-12 City Council Meeting	31	1.0977	0	0:02:07
	2023-09-26 City Council Meeting	40	2.2157	0	0:03:19
	2023-10-10 City Council Meeting	26	0.9398	0	0:02:10
	2023-10-24 City Council Meeting	20	1.1447	0	0:03:26

CITY OF STANTON

City Council Meeting - Zoom Attendance Tracking Form
 CALENDAR YEAR 2023

MEETING DATE	ZOOM WEBLINK	PHONE	START	END	SPECIAL ITEMS / EVENT?	YOUTUBE VIEWS	NOTES
December 13	1	None	DM: 6:30 PM	DM: 7:36 PM	Citizen's Academy, swearing in of newly appointed Mayor/Council Members, Reorganization, and recognition of outgoing Council Member Rigoberto A. Ramirez.	8 as of 01/10/2023	DM: Resident YouTube: 3 Views by City Clerk to verify upload.
January 10	2	None	DM: 6:30 PM CLC: 6:30 PM	DM: 7:13 PM CLC: 7:13 PM	Mayor's Appointments to various agencies.	18 as of 01/24/2023	DM: Resident CLC: Office of Congressman Lou Correa, Maggie Moreno YouTube: 2 Views by City Clerk to verify upload.
January 24	4	1	DM: 6:30 PM CLC: 6:30 PM CM: 7:00 PM OP: 6:58 PM YH: 7:03 PM Phn: 7:10 PM	DM: 8:43 PM CLC: 7:10 PM CM: 7:32 PM OP: 8:43 PM YH: 7:32 PM Phn: 8:43 PM	None	38 as of 02/28/2023	DM: Resident CLC: Office of Congressman Lou Correa, Maggie Moreno CM OP: Otniel Pavia, Citizens Academy Grad 2021 YH: Yesenia Hernandez, CAPOC Caller, Unknown YouTube: 3 Views by City Clerk to verify upload.
February 14	4	None	CLC: 6:30 PM HE: 6:30 PM R: 6:30 PM B: 7:33 PM	CLC: 7:00 PM HE: 6:43 PM R: 7:38 PM B: 7:35 PM	None	23 as of 02/28/2023	CLC: Office of Congressman Lou Correa, Maggie Moreno HE: Hosan Elattar, Voice of OC R: Reina B: Brent YouTube: 3 Views by City Clerk to verify upload.
February 28	1	None	DM: 6:30 PM	DM: 7:52 PM	None	42 as of 03/14/2023	DM: Resident YouTube: 3 Views by City Clerk to verify upload.
March 7 <i>(Special)</i>	3	None	DM: 6:03 PM CLC: 6:03 PM JR: 6:03 PM	DM: 8:40 PM CLC: 8:40 PM JR: 8:40 PM	Interviews & Appointments of vacant seats for Commissions & Committee.	29 as of 03/14/2023	DM: Resident CLC: Office of Congressman Lou Correa, Maggie Moreno JR: Consultant / Non-Profit (Lions Club) YouTube: 3 Views by City Clerk to verify upload.
March 14	2	None	DM: 6:30 PM CLC: 6:30 PM	DM: 7:08 PM CLC: 7:08 PM	Women of Distinction Awards 2023	27 as of 04/05/2023	DM: Resident CLC: Office of Congressman Lou Correa, Maggie Moreno YouTube: 4 Views by City Clerk to verify upload.
March 28	6	1	DM: 6:30 PM CLC: 6:30 PM PH: 6:30 PM OP: 6:30 PM BP: 6:37 PM HE: 6:38 PM Phn: 6:30 PM	DM: 7:48 PM CLC: 8:41 PM PH: 7:03 PM OP: 8:25 PM BP: 8:41 PM HE: 6:58 PM Phn: 8:41 PM	None	14 as of 04/12/2023	DM: Resident CLC: Office of Congressman Lou Correa, Maggie Moreno PH OP: Otniel Pavia, P&R Commissioner BP: Brandon Pho, Voice of OC HE: Hosan Elattar, Voice of OC Caller, Unknown YouTube: 2 Views by City Clerk to verify upload.
April 11	3	None	DM: 6:30 PM CLC: 6:30 PM JK: 6:51 PM	DM: 7:54 PM CLC: 7:54 PM JK: 7:54 PM	None	12 as of 04/26/2023	DM: Resident CLC: Office of Congressman Lou Correa, Maggie Moreno JK YouTube: 2 Views by City Clerk to verify upload.
April 25	4	None	DM: 6:30 PM UAN: 5:30 PM HP: 6:32 PM JB: 6:38 PM	DM: 8:21 PM UAN: 8:21 PM HP: 8:21 PM JB: 7:35 PM	Interviews & Appointment to vacant seat for Public Safety Committee.	13 as of 05/09/2023	DM: Resident UAN: Ugochi Anaebere-Nicholson, Public Law Center HP: Hannah Poploskie, Public Law Center JB YouTube: 2 Views by City Clerk to verify upload.
May 9	None	None	None	None	None	18 as of 05/22/2023	YouTube: 2 Views by City Clerk to verify upload.

May 16 <i>(Special / Workshop)</i>	5	None	A: 5:00 PM IA: 5:10 PM AM: 5:10 PM G: 5:11 PM OP: 5:46 PM	A: 5:30 PM IA: 5:28 PM AM: 5:30 PM G: 5:59 PM OP: 7:06 PM	Budget Workshop	8 as of 05/22/2023	A: Adelina IA: City Staff AM: City Staff G: Gen OP: Otniel Pavia, P&R Commissioner YouTube: 3 Views by City Clerk to verify upload.
May 23	1	None	DM: 6:30 PM	DM: 7:38 PM	None	15 as of 06/27/2023	DM: Resident YouTube: 3 Views by City Clerk to verify upload.
June 13	1	1	DM: 6:30 PM Phn: 6:30 PM	DM: 8:43 PM Phn: 7:27 PM	Fireworks Special Presentation by the OCSD.	9 as of 06/27/2023	DM: Resident Caller, Unknown YouTube: 3 Views by City Clerk to verify upload.
June 27	3	None	DM: 6:30 PM SG: 6:30 PM JG: 6:40 PM	DM: 8:21 PM SG: 8:58 PM JG: 8:58 PM	None	37 as of 07/11/2023	DM: Resident SG: Salguero JG: Jesus G (D4) YouTube: 2 Views by City Clerk to verify upload.
July 11	2	None	DM: 6:30 PM CS: 6:57 PM	DM: 6:59 PM CS: 6:59 PM	None	35 as of 08/08/2023	DM: Resident CS: Comp Score YouTube: 2 Views by City Clerk to verify upload.
July 25	DARK	DARK	DARK	DARK	DARK	DARK	DARK - Summer Recess
August 8	3	None	DM: 6:30 PM HE: 6:30 PM RP: 6:30 PM	DM: 7:56 PM HE: 7:16 PM RP: 7:40 PM	None	26 as of 08/23/2023	DK: Resident HE: Hosam Elattar, Voice of OC RP YouTube: 2 Views by City Clerk to verify upload.
August 22	6	1	DM: 6:30 PM HE: 6:15 PM JW: 6:27 PM WY: 6:35 PM AM: 6:41 PM Phn: 6:30 PM AB: 7:26 PM	DM: 8:27 PM HE: 8:05 PM JW: 8:27 PM WY: 7:00 PM AM: 7:18 PM Phn: 7:26 PM AB: 8:27 PM	Implementation of Term Limits for the Position of Mayor and FUSUS/OCSD Pilot Program.	24 as of 09/13/2023	DM: Resident HE: Hosam Elattar, Voice of OC JW: John Warren, P&R Commissioner WY AM: Anne M. Phone: Unknown - Iphone AB YouTube: 3 Views by City Clerk to verify upload.
August 30 <i>(Special)</i>	None	None	None	None	Closed Session.	None	None YouTube: 1 View by City Clerk to verify upload.
September 12	2	1	DM: 6:30 PM JM: 6:27 PM Phn: 5:30 PM	DM: 8:13 PM JM: 8:13 PM Phn: 5:34 PM	CR&R Franchise Agreement & Prop. 218 Increase in Service Charges.	27 as of 09/26/2023	DM: Resident JM: Jamilyn Moreau, Voice of OC / OC Tribune Phone: Unknown YouTube: 2 View by City Clerk to verify upload.
September 26	4	None	DM: 6:30 PM JM: 6:30 PM SV: 6:30 PM VB: 6:38 PM	DM: 8:25 PM JM: 8:25 PM SV: 8:25 PM VB: 7:20 PM	Implementation of Term Limits for the Position of Mayor and Extending Term Limits for the Position of Council Member.	27 as of 10/10/2023	DM: Resident JM: Jamilyn Moreau, Voice of OC / OC Tribune SV: Sandra Verdugo, Public Safety Committee Member VB: Unknown YouTube: 3 Views by City Clerk to verify upload.
October 10	3	None	DM: 6:30 PM JM: 5:58 PM JG: 6:31 PM JG: 6:54 PM	DM: 8:33 PM JM: 8:33 PM JG: 6:42 PM JG: 8:33 PM	None	23 as of 10/24/2023	DM: Resident JM: Jamilyn Moreau, Voice of OC / OC Tribune JG: Jesus G (D4) YouTube: 3 Views by City Clerk to verify upload.
October 24	2	None	DM: 6:30 PM JM: 5:58 PM	DM: 7:23 PM JM: 7:23 PM	None	20 as of 11/01/2023	DM: Resident JM: Jamilyn Moreau, Voice of OC / OC Tribune YouTube: 2 Views by City Clerk to verify upload.

CITY OF STANTON

REPORT TO CITY COUNCIL

TO: Honorable Mayor and Members of the City Council

DATE: November 28, 2023

SUBJECT: CITY COUNCIL RECOGNITION AND PROCEDURES POLICY FOR THE PRESENTATION OF CITY PROCLAMATIONS AND RECOGNITION AWARDS

REPORT IN BRIEF:

Staff requests that the City Council review and consider the proposed policy and procedures for the presentation of City proclamations, certificates, and recognition awards. The purpose of this proposed policy is to formalize guidelines governing the presentation of proclamations, commendations, awards and other recognition documents or items by the City Council.

RECOMMENDED ACTION:

1. City Council find that this item is not subject to California Environmental Quality Act (“CEQA”) pursuant to Sections 15378(b)(5) (Organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment); and
2. Provide input/direction on the proposed recognition and procedures policy; and
3. Consider approval of Administrative Policy II-2-7, “Presentation of City Proclamations, Certificates, and Recognition Awards Procedures,” as proposed, and allow the City Manager to update Administrative Policy II-2-7 as needed for clarifying purposes.

BACKGROUND:

The City receives several requests per month for ceremonial items such as certificates, proclamations, commendations, etc. The City’s current practice is that upon receipt of a request for a ceremonial item, it is submitted for review to the City Clerk to determine applicability and consistency with the City’s current issuance practice, if it is consistent *(the City has issued a similar proclamation/recognition/certificate in the immediate past)* the requesting organization/party is notified of the approval and the request is processed. If the City Clerk determines that the request is not consistent *(no historical precedent/ the City has not issued a similar proclamation/recognition/certificate in the immediate past)* it is then provided to both the Mayor and Mayor Pro Tem for review and consideration and

upon either approval or denial the requesting organization/party is notified of the City's decision.

Additionally, and historically, the Mayor has been afforded the opportunity to unilaterally issue/authorize approval of ceremonial items independent of the City Clerk review practices.

ANALYSIS AND JUSTIFICATION:

City Council policies are developed for the purpose of establishing standard practices and procedures for the City Council, City Commissions/Committees, and City staff to follow and to promote transparency to all stakeholders, including the citizenry. The City's proposed recognition policy has been developed to honor individuals, groups, and staff who have made or have demonstrated significant contributions to the community, along with multiple forms of recognition to ensure that the proper level of recognition will be granted to designated people, organizations or events.

Staff has researched a variety of model policies. It is desirable at this time to clarify and define a policy on this subject. The proposed policy provides guidance to staff on the processing of requests, sets eligible and ineligible subjects and topics, and requires that the City Council concur on the issuance of proclamations and recognitions. Should the City Council move forward with approval of the proposed policy, staff will review (and update, as appropriate) the policy every few years to ensure that it continues to reflect the City's goals, priorities, and operating environment.

City Administrative Policy – Presentation of City Proclamations, Certificates, and Recognition Awards Procedures

The recognition and procedures policy is presented for City Council review and discussion (Attachment A).

FISCAL IMPACT:

There is no fiscal impact associated with the recommended actions.

ENVIRONMENTAL IMPACT:

None, this item is an administrative activity not subject to the California Environmental Quality Act ("CEQA") pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378(b)(5) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly).

LEGAL REVIEW:

None.

STRATEGIC PLAN OBJECTIVE(S):

Obj. No. 6: Maintain and promote a responsive, high-quality, and transparent government.

PUBLIC NOTIFICATION:

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

Prepared by: Patricia A. Vazquez, City Clerk

Approved by: Hannah Shin-Heydorn, City Manager

Attachment(s):

- A. Proposed Administrative Policy II-2-7, "Presentation of City Proclamations, Certificates, and Recognition Awards Procedures"

CITY OF STANTON ADMINISTRATIVE POLICY	Number II-2-7
	Date November 28, 2023
SUBJECT: Presentation of City Proclamations, Certificates, and Recognition Awards Procedures	Authority City Council
	Administrator City Manager's Office
<p><u>PURPOSE:</u></p> <p><i>To establish consistent criteria and procedures for official City Council recognition of individuals, groups and/or events of significance that directly impact and benefit the City of Stanton and its residents by issuance of certificates of recognition and proclamations.</i></p> <p><u>POLICY:</u></p> <p>It is the policy of the City of Stanton to recognize noteworthy contributions and achievements of individuals and organizations through accommodation, proclamation, certificate, City tile or other recognition designation in accordance with the criteria contained in this policy (Exhibit "A"). This policy discourages the City of Stanton from supporting, promoting or otherwise making endorsements for any religious purposes or partisan purposes.</p> <p>Certificates of Recognition and Proclamations are not statements of policy or individual viewpoints, support, or affiliation. Recognition is from the City Council as a body, and not from an individual member.</p> <p>Requests may be initiated by the Mayor or a Council Member, community member, or organization and are submitted to the City Clerk. Requests by members of the public must be in writing, addressed to the Office of the City Clerk. Only proclamations dealing with local, county, state issues or those that positively impact the Stanton community and convey an affirmative message to Stanton residents will be considered and are issued in the City's sole and absolute discretion.</p> <p>If a request for recognition is consistent with any of the requested categories described in Exhibit "A", the City Clerk will issue such recognition or proclamation.</p> <p>If a request for a Certificate of Recognition is not clearly consistent with any of the request categories described in Exhibit "A," the City Clerk shall calendar an item for City Council consideration at the next available City Council meeting.</p> <p>No Certificate of Recognition or Proclamation shall be issued in any language other than English, with the exception of a foreign language recognizing any national heritage month or day.</p>	

TIMING OF REQUESTS:

Requests for recognition must be received by the Office of the City Clerk no later than fourteen (14) days from the scheduled event/recognition date. If a request for recognition is not clearly consistent with any of the request categories in Exhibit "A", the request may be fulfilled after the desired date depending upon Council direction.

PRESENTATION OF CERTIFICATES OR PROCLAMATIONS:

Certificates or proclamations may be presented in a jacket or frame. Unless a frame is specified by this policy or requested by the Mayor or Council Member, the certificate or proclamation will be presented in a jacket. Mailed certificates or proclamations will be provided in jackets.

Approved certificates or proclamations may be presented at City Council meetings under "Special Presentations" upon the request of the Mayor or Council Member or presented at a business or community event.

EXHIBIT "A"

Guidelines for Recognition Requests

Types of Recognition Awards

Certificates of Recognition: Certificates are used to recognize achievement, express appreciation, or acknowledge service.

Proclamation: Proclamations are issued in recognition of an event, i.e., Veteran Appreciation Month, Fire Prevention Week, or in recognition of an individual for substantial contributions such as lifetime service to the community. Proclamations are not statements of policy but a manner in which the City can make special recognition of an individual or an event.

City Lapel Pin: City lapel pins depict the City logo and may be presented in addition to or in lieu of a certificate or proclamation.

Request Categories:

Any issued certificate or proclamation must be significant to the Stanton community. Recognition requests that are on the preapproved list may be generated upon request. The Mayor may approve a Certificate of Recognition on a case-by-case basis if it is not identified on the preapproved list. All Proclamations must be listed on the City Council agenda under the Consent Calendar for approval.

Personal Accomplishments:

Athletic/Academic Accomplishments: Recognition of athletic/academic accomplishment may be given when an individual or team reaches a significant level of competition on a county, regional, state or national level. Recognition should occur when the individual or team has completed the highest level of competition.

Acts of Heroism: Commendations may be given to residents of Stanton who perform heroic acts and to non-residents who perform acts of heroism to save the life or property of a City resident.

Girl Scout and Boy Scout Accomplishments: A certificate of recognition may be prepared to recognize Stanton residents who achieve the rank of Eagle Scout in the Boy Scouts or the Gold or Silver Award in the Girl Scouts.

100th Birthday of a Stanton resident: A Certificate of Recognition is prepared on occasion for Stanton residents who have achieved their 100th birthday.

Employee Retirements: Proclamations may be issued to employees with 20+ years of service at the time of their retirement. Certificates may be issued to employees retiring with less than 20 years of service.

Employee Recognition: Certificates of Recognition are issued for notable employee accomplishments such as achieving awards, reaching professional milestones, or other accomplishments that are above and beyond their daily duties.

Volunteer Recognition: Certificates of Recognition are issued to individuals who continuously demonstrate notable accomplishments and whose volunteer efforts and/or philanthropic works have directly benefitted the Stanton community and/or Stanton residents.

Stanton Business Recognition Events: Certificates of recognition are presented for Stanton business events, i.e., grand opening events, ribbon cutting events.

Significant Events:

Community Events: Certificates are prepared to be presented at a community event.

Anniversaries of Businesses & Churches: Local businesses and churches celebrating anniversaries (5, 10, 15, 20 years, etc.) shall receive a Certificate of Recognition. Non-local businesses and churches celebrating anniversaries shall receive a Certificate of Recognition at Council's direction.

Meetings in Memoriam: A meeting may be dedicated to the memory and/or honor of an individual whose contributions and achievements have community-wide significance, at the time of adjournment by the Mayor. Meetings adjourned in memoriam are at the discretion of the Mayor or a Council Member. A Certificate of Adjournment will be prepared by the City Clerk and mailed to the family surviving the deceased community member.

Regional Events, i.e., Fire Recognition Week, Veteran Appreciation Month: Events of significance to the region, state or nation may be recognized by proclamation, approved on the Consent Calendar portion of the City Council agenda.

Ethnic Celebrations & Religious Observances: Certificates of recognition shall be prepared for events within the community at the request of the Mayor or a Council Member.

Public Officials:

Outgoing Commissioners and Committee Members: Upon leaving office, commissioners and committee members shall receive a certificate of recognition. In the case of an automatic resignation because of excessive or unexcused absences, no certificates are given.

Outgoing City Elected Officials: Outgoing elected officials will receive a commendation commemorating their service to the City. This commendation shall be presented at their final Council meeting.

Sponsorships:

Recognition of Individual or Non-Profit Organizations' Contribution: In recognition of the significant achievement or contribution of a non-profit organization or individual, a Certificate of Recognition shall be presented at a City Council Meeting.

Recognition of Corporate Support: Corporations that have made significant contributions to the City, celebrating anniversaries (5, 10, 15, 20 years, etc.) or corporate citizens shall receive a Certificate of Recognition at a City Council meeting.



City Council Initiated Items 15D – 15E – 15F

15D:

***“DISCUSSION REGARDING CAMPAIGN CONTRIBUTIONS AND
LEVINE ACT (AB 1439)”***

15E:

***“DISCUSSION REGARDING CREATION OF A RESOLUTION IN
SUPPORT OF THE PALESTINIAN PEOPLE OF GAZA”***

15F:

“DISCUSSION REGARDING BUSINESS LICENSE COMPLIANCE”

(These items do not contain a staff report)