



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA**

**TUESDAY, JULY 26, 2016
CITY COUNCIL CHAMBERS
794 THIRD STREET**

The City of Corning welcomes you to our meetings, which are regularly scheduled for the second and fourth Tuesdays of each month. Your participation and interest is encouraged and appreciated.

In compliance with the Americans with Disabilities Act, the City of Corning will make available to members of the public any special assistance necessary to participate in this meeting. The public should contact the City Clerk's office (530/824-7033) to make such a request. Notification at least 72 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

This is an Equal Opportunity Program. Discrimination is prohibited by Federal Law. Complaints of discrimination may be filed with the Secretary of Agriculture, Washington, D.C. 20250.

A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

Council:

**Darlene Dickison
Dave Linnet
Tony Cardenas
Willie Smith
Gary Strack**

Mayor:

C. PLEDGE OF ALLEGIANCE: Led by the City Manager.

D. INVOCATION: Led by Mayor Strack.

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

E. PUBLIC COMMENTS:

F. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. Presentation of Certificates by Restore Program Coordinator Tara Cory.

G. BUSINESS FROM THE FLOOR:

H. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.

2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.

3. Waive the reading and approve the Minutes of the July 12, 2016 regular City Council Meeting with any necessary corrections.

4. July 26, 2016 Claim Warrant - \$1,002,441.01.

5. July 26, 2016 Business License Report.

6. Authorize Staff to seek Bids for Pruning 480 City Street Trees.

7. Accept Agreement with Aarel Striping & Engineering to provide and monitor a Stormwater Prevention Plan for the Corning Downtown Solano Street Streetscape Project.

I. ITEMS REMOVED FROM THE CONSENT AGENDA:

J. PUBLIC HEARINGS AND MEETINGS:

K. REGULAR AGENDA:

8. City Council initiate final action with the Board of Equalization related to the Transactions and Use Tax otherwise known as Measure "A" passed by the voters at the June 7, 2016 Primary Election through adoption and approval of the following:
 - a. Adopt Resolution 07-26-2016-01, a Resolution of the City of Corning authorizing the Mayor to execute Agreements with the State Board of Equalization for implementation of a Local Transactions and Use Tax;
 - b. Approve proposed Agreement for State Administration of City Transaction and Use Tax;
 - c. Approve Agreement for preparation to administer and operate City's Transactions and Use Tax Ordinance; and
 - d. Authorize the Mayor to sign said Agreements and direct the City Clerk to process and send requested certified copies to the Board of Equalization.
9. Award three-year Janitorial Service Agreement to Ochoa Office Cleaning Services for cleaning services at ten (10) City properties.
10. Approve HOME (13-HOME-9015) Program, Owner Occupied Housing Rehabilitation Loan in the amount of \$47,197 at 3% simple interest deferred for 15 years.
11. Discussion and Action on Council consideration of restroom construction options at Clark Park.
12. Accept Agreement with Applied Testing Consultants for materials testing for the Corning Downtown Solano Street Streetscape Project.
13. Accept Progress Payment Estimate No. 3 to Trent Construction for the Streetscape Project in the amount of \$439,213.77 and accept Contract Change Order No. 3 increasing the contract amount to \$1,435,766.57.
14. Adopt Resolution 7-26-2016-02 declaring a Stage I Drought Condition in the City of Corning.

L. ITEMS PLACED ON THE AGENDA FROM THE FLOOR:

M. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:

- N. REPORTS FROM MAYOR AND COUNCIL MEMBERS:** City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Dickison:

Linnet:

Cardenas:

Smith:

Strack:

O. ADJOURNMENT!:

POSTED: FRIDAY, JULY 22, 2016



**CITY OF CORNING
CITY COUNCIL MINUTES
TUESDAY, JULY 12, 2016
CITY COUNCIL CHAMBERS
794 THIRD STREET**

A. CALL TO ORDER: 6:30 p.m.

B. ROLL CALL:

Council:

**Darlene Dickison
Dave Linnet
Tony Cardenas
Willie Smith
Gary Strack**

Mayor:

All members of the City Council were present.

C. PLEDGE OF ALLEGIANCE: Led by the City Manager.

D. INVOCATION: Led by Tony Cardenas.

Persons of no religious persuasion will not be expected in any manner to stand or to participate other than to remain quiet out of respect for those who do choose to participate.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. Presentation of Employee Recognition Awards.

Councilor Cardenas moved to approve the Department Heads recommendation for Employee Recognition Awards; Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

City Manager Kristina Miller presented Senior Accounting Technician Mary Brimm with a Certificate of Recognition.

Police Chief Jeremiah Fears presented Administrative Secretary to the Police Chief Laura Calkins with a Certificate of Recognition.

Fire Chief Martin Spannaus presented Fire Dispatcher Daymon Schlereth with a Certificate of Recognition.

Public Works Director Dawn Grine presented Troy Grootveld with a Certificate of Recognition.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR: None.

G. CONSENT AGENDA: It is recommended that items listed on the Consent Agenda be acted on simultaneously unless a Councilmember or members of the audience request separate discussion and/or action.

- 2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 3. Waive the reading and approve the Minutes of the June 28, 2016 City Council Meeting with any necessary corrections:**
- 4. July 6, 2016 Claim Warrant - \$290,731.61.**
- 5. July 6, 2016 Business License Report.**
- 6. June 2016 Wages & Salaries: \$343,175.97.**
- 7. June 2016 Treasurer's Report.**
- 8. June 2016 City of Corning Wastewater Operations Summary Report.**
- 9. June 2016 Building Permit Valuation Report in the amount of \$921,575.07.**
- 10. Adopt Resolution 07-12-2016-01 Establishing a General Fund Appropriations Limit for the City of Corning for Fiscal Year 2016-2017 at \$12,429,074.**

11. **Adopt Resolution No. 07-12-2016-02, a Resolution accepting the results of the Primary Election held on June 7, 2016, specifically as it relates to the City's Measure "A" Sales Tax Measure.**
12. **Approve waiver of Recreational Use Fees for the 8th annual Tucker Mesker Memorial Scholarship Softball Tournament Fundraiser.**
13. **Authorize Staff to seek "Requests for Proposals" (RFP's) for Grant Administration and Program Consultant Services.**
14. **Approve letter of response to the Tehama County Grand Jury.**

Councilor Linnet moved to approve Consent Items 2-14 and Councilor Cardenas seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS:

15. **Adopt Resolution No. 07-12-2016-03, a Resolution of the City Council of the City of Corning declaring its intent to levy and collect annual assessment of \$63.08 for the City of Corning Lighting and Landscape District 1, Zone 1.**

Mayor Strack opened the Public Hearing at 6:47 p.m. noting that the City had received only one letter of protest. With no further comments the Public Hearing was closed at 6:48 p.m.

Councilor Smith moved to approve the Engineers report that no increases are recommended, and adopt Resolution 07-12-2016-03 setting the Fiscal Year 2016/17 assessment at \$63.08 per parcel for Landscaping and Lighting District 1, Zone 1. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

16. **Adopt Resolution No. 07-12-2016-04, a Resolution of the City Council of the City of Corning declaring its intent to levy and collect annual assessment of \$91.00 per parcel for 26 lots and \$4,914 for phase 2 & 3 (54 future lots) for the City of Corning Lighting and Landscape District 1, Zone 2.**

Mayor Strack opened the Public Hearing at 6:48 p.m. noting that the City had received no letters of protest. With no further comments the Public Hearing was closed at 6:48 p.m.

Councilor Cardenas moved to approve the Engineers report that no increases are recommended, and adopt Resolution 07-12-2016-04 setting the Fiscal Year 2016/17 assessment at \$91 per parcel and \$4,914 for Phases 2 & 3 for Landscaping and Lighting District 1, Zone 2. Councilor Linnet seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

17. **Adopt Resolution No. 07-12-2016-05, a Resolution of the City Council of the City of Corning declaring its intent to levy and collect annual assessment of \$142.10 for the City of Corning Lighting and Landscape District 1, Zone 3.**

Mayor Strack opened the Public Hearing at 6:49 p.m. noting that the City had received two letters of protest. With no further comments the Public Hearing was closed at 6:49 p.m.

Councilor Linnet moved to approve the Engineers report that no increases are recommended, and adopt Resolution 07-12-2016-05 setting the Fiscal Year 2016/17 assessment at \$142.10 per parcel for Landscaping and Lighting District 1, Zone 3. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

18. **Adopt Resolution No. 07-12-2016-06, a Resolution of the City Council of the City of Corning declaring its intent to levy and collect annual assessment of \$4,772.90 for the City of Corning Lighting and Landscape District 1, Zone 4.**

Mayor Strack opened the Public Hearing at 6:50 p.m. noting that the City had received no letters of protest. With no further comments the Public Hearing was closed at 6:50 p.m.

Councilor Dickison moved to approve the Engineers report that no increases are recommended, and adopt Resolution 07-12-2016-06 setting the Fiscal Year 2016/17 assessment at \$4,772.90 per parcel for Landscaping and Lighting District 1, Zone 4. Councilor Smith seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

J. REGULAR AGENDA:

19. Approve Emergency Water Services Agreement with Paskenta Community Services.

Mayor Strack introduced this item stating that this would be the third year the City had received this request. He also noted a correction to the Agreement stating that the charge would be \$5 per thousand gallons.

Councilor Smith moved to approve the Emergency Water Services Agreement with the Paskenta Community Services District. Councilor Dickison seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

Mayor Strack then announced that new direction regarding the water restrictions will be coming out soon as a result of the latest update from the State.

20. Approve Agreement with Fresh Air Energy XXVI, LLC to Indemnify, Defend, and Hold Harmless the City of Corning.

City Manager Miller briefed the Council on this item as it relates to the Solar Power Purchase Agreement and the changes to the plans regarding boring under the sludge beds rather than installing overhead electrical lines.

Councilor Cardenas moved to approve the Agreement with Fresh Air Energy XXVI, LLC, an affiliate of Ecoplexus Inc. to Indemnify, Defend and Hold Harmless the City of Corning and authorize the City Manager to sign the Agreement. Councilor Linnet seconded the motion. **Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

K. ITEMS PLACED ON THE AGENDA FROM THE FLOOR: None.

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None.

M. REPORTS FROM MAYOR AND COUNCIL MEMBERS: City Councilmembers will report on attendance at conferences/meetings reimbursed at City expense (Requirement of Assembly Bill 1234).

Dickison: Announced the LAFCO Meeting scheduled for tomorrow had been canceled and stated she would be attending the Community Action Agency Tripartite Board meeting on Thursday.

Linnet: Announced that recent taggings had been covered and the rescheduling of the JPA meeting to next Tuesday.

Cardenas: Reported that the Olive Festival is scheduled for October 8th at the Corning Community Park per the earlier Chamber of Commerce meeting. The Chamber of Commerce received a presentation from a bible based school "Upward International Schools, Pines Academy Campus".

Smith: Nothing.

Strack: Stated that the City had received a Change Order in relation to the Streetscape Project that will be presented for approval at a future meeting.

Police Officer Dave Pryatel introduced his boys who were present working on their Boy Scout merit badges.

N. ADJOURNMENT!: 7:00 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: July 20, 2016

SUBJECT: Cash Disbursement Detail Report for the
Tuesday July 26, 2016 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 06-30-16	\$ 494,739.23
B.	Cash Disbursements	Ending 06-30-16	\$ 4,061.88
C.	Cash Disbursements	Ending 07-15-16	\$ 167,027.22
D.	Cash Disbursement	Ending 07-20-16	\$ 299,603.31
E.	Payroll Disbursement	Ending 07-19-16	\$ 37,009.37
GRAND TOTAL			<u>\$ 1,002,441.01</u>

REPORT.: Jul 18 16 Monday
 RUN...: Jul 18 16 Time: 16:14
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-16 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
022388	06/30/16	ACC00	ACCESS INFORMATION MANAGE	256.86	.00	256.86	1527570	EQUIP MAINT-GEN CITY
022389	06/30/16	AIR00	AIRGAS USA, LLC	69.65	.00	69.65	993759953	MAT & SUPPLIES-FIRE
022390	06/30/16	ARA02	ARAMARK UNIFORM SERVICES	64.42	.00	64.42	634598018	MAT & SUPPLIE-BLD MAINT
				64.42	.00	64.42	634612368	MAT & SUPPLIES-BLD MAINT-
				64.42	.00	64.42	634626534	MAT & SUPPLIES-BLD MAINT
				64.42	.00	64.42	634640876	MAT & SUPPLIES-BLD MAINT
			Check Total.....:	257.68	.00	257.68		
022391	06/30/16	ATT02	AT&T	1259.29	.00	1259.29	160625	COMMUNICATIONS-
022392	06/30/16	BIC01	BICKLEY'S AIR CONDITIONIN	167.36	.00	167.36	2527	BLD MAINT-TRANS FAC
022393	06/30/16	BIG02	BIG VALLEY SANITATION, IN	370.00	.00	370.00	27147	MAT & SUPPLIES-PARKS
022394	06/30/16	BLU04	BLUE BEACON INTERNATIONAL	22.00	.00	22.00	2096469	VEH OP/MAINT-MECH MAINT
022395	06/30/16	CAR12	CARREL'S OFFICE MACHINES	8.82	.00	8.82	144372	MAT & SUPPLIES-LIBRARY
022396	06/30/16	CHE02	CHEM QUIP, INC.	66.90	.00	66.90	5460588	MAT & SUPPLIES-POOL
				66.90	.00	66.90	5460589	MAT & SUPPLIES-POOL
				314.10	.00	314.10	5461465	MAT & SUPPLIES-WTR
			Check Total.....:	447.90	.00	447.90		
022397	06/30/16	COR08	CORNING LUMBER CO INC	600.03	.00	600.03	160625	MAT & SUPPLIES-
022398	06/30/16	COR45	CORNING ACE HARDWARE	447.11	.00	447.11	160627	MAT & SUPPLIES-
022399	06/30/16	DEP12	DEPT OF JUSTICE	52.00	.00	52.00	173558	PROF SVCS-POLICE
022400	06/30/16	DIV02	DIVISION OF STATE ARCHITE	42.90	.00	42.90	160713	PROF SVCS-FINANCE
022401	06/30/16	FEA03	FEATHER RIVER HOSPITAL	203.30	.00	203.30	2016-0510	EMPLOYEE PHYSICALS-POOL
022402	06/30/16	LNCO1	LN CURTIS & SONS	111.74	.00	111.74	INV34691	VEH OP/MAINT-FIRE
022403	06/30/16	MCC05	MCCURDY'S TRUCK REPAIR	1056.63	.00	1056.63	16032	VEH OP/MAINT-FIRE
022404	06/30/16	PERS1	PUBLIC EMPLOYEES RETIRE	3900.00	.00	3900.00	14746364	PROF SVCS-FINANCE
022405	06/30/16	QUI02	QUILL CORPORATION	120.77	.00	120.77	6902145	OFFICE SUPPLIES-FINANCE
				34.80	.00	34.80	7003280	MAT & SUPPLIES-POOL
				67.71	.00	67.71	7003678	OFFICE SUPPLIES-FINANCE
			Check Total.....:	223.28	.00	223.28		
022406	06/30/16	RED01	RED BLUFF DAILY NEWS	217.90	.00	217.90	160707	BOOKS/PERIODICS-LIBRARY

REPORT.: Jul 18 16 Monday
 RUN....: Jul 18 16 Time: 16:14
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-16 Bank Account.: 1020

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
022407	06/30/16	TRF02	TRI-COUNTY NEWSPAPERS	177.30	.00	177.30	181526	Print/Advert. City Clerk
				77.06	.00	77.06	192081	MAT & SUPPLIES-L&L Z1 D1
				84.10	.00	84.10	192082	MAT & SUPPLIES-L&L Z1 D2
				80.58	.00	80.58	192083	MAT & SUPPLIES-L&L Z1 D3
				84.10	.00	84.10	192084	MAT & SUPPLIES-L&L Z1 D4
				70.03	.00	70.03	192138	Print/Advert. City Clerk
				573.17	.00	573.17		
022415	06/30/16	TRE00	TRENT CONSTRUCTION INC.	484451.61	.00	484451.61	PPE #3	SOLANO STR SCP-STR PROJ
Cash Account Total.....:				494739.23	.00	494739.23		
Total Disbursements.....:				494739.23	.00	494739.23		

REPORT.: Jul 20 16 Wednesday
 RUN...: Jul 20 16 Time: 15:00
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-16 Bank Account.: 1020

PAGE: 001
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
022429	06/30/16	FMR01	FM RICHELIEU ENGINEERING	1320.00	.00	1320.00	6-21-0116	PROF SVCS-BLD & SAFETY
022430	06/30/16	LEH03	LEHR AUTO ELECTRIC	126.23	.00	126.23	01 126185	VEH REPL PROG-POLICE
022431	06/30/16	NOR10	NICOLINO CLEMENTE	20.00	.00	20.00	4356	CERT OF EXTING-BLD MAINT
				167.19	.00	167.19	4357	CERT OF EXTING-SENIOR CEN
			Check Total.....:	187.19	.00	187.19		
022432	06/30/16	QUI02	QUILL CORPORATION	33.30	.00	33.30	6869761	OFFICE SUPPLIES-CITY ADMI
				25.16	.00	25.16	6899141	OFFICE SUPPLIES-FINANCE
			Check Total.....:	58.46	.00	58.46		
022442	06/30/16	COM01	COMPUTER LOGISTICS, INC	2370.00	.00	2370.00	67629	MACH/EQUIP-

Cash Account Total.....: 4061.88
 Total Disbursements.....: 4061.88

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 07-16 Bank Account.: 1020

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information-Description
022376	07/13/16	BAS01	BASIC LABORATORY, INC	126.00	.00	126.00	1606776	ProfServices Water Dept
022377	07/13/16	CAL10	CPCA	551.00	.00	551.00	5605	TRAINING/ED-POLICE
022378	07/13/16	COF02	COFFEY, ZACHARY RICHARD	338.52	.00	338.52	160711	DIRECT LABOR-POOL
022379	07/13/16	COM01	COMPUTER LOGISTICS, INC	2450.00	.00	2450.00	67828	MACH/EQUIP-
022380	07/13/16	DM001	DM-TECH	119.90	.00	119.90	1794	COMMUNICATIONS-GEN CITY
022381	07/13/16	GRA02	GRAINGER, W.W., INC	149.38	.00	149.38	915758745	MAT & SUPPLIES-PARKS
022382	07/13/16	KEL03	KELLER SUPPLY COMPANY	402.76	.00	402.76	9644384.3	MAT & SUPPLIES-POOL
				15.49	.00	15.49	964438404	MAT & SUPPLIES-POOL
			Check Total.....	418.25	.00	418.25		
022383	07/13/16	LIM02	LIMEY TEES	208.12	.00	208.12	16484	MAT & SUPPLIES- POOL
022384	07/13/16	LIN01	LINCOLN AQUATICS, INC.	1773.27	.00	1773.27	SI295090	MAT & SUPPLIES-POOL
				270.90	.00	270.90	SI295094	MAT & SUPPLIES-POOL
			Check Total.....	2044.17	.00	2044.17		
022385	07/13/16	MOR02	RAY MORGAN COMPANY	561.32	.00	561.32	1281269	COMMUNICATIONS-
022386	07/13/16	SWR02	SWRCB-DWOCB	120.00	.00	120.00	16-712	MAT & SUPPLIES-WTR
022387	07/13/16	TEH06	TEHAMA CO ENVIRON HEALTH	213.00	.00	213.00	IN0002810	REQ PYMTS/COUNTY-WWTP
				357.00	.00	357.00	IN0003002	REQ PYMTS/COUNTY-WWTP
				267.00	.00	267.00	IN0003049	MAT & SUPPLIES-POOL
			Check Total.....	837.00	.00	837.00		
022408	07/14/16	APP02	APPLIED TESTING CONSULT	1160.00	.00	1160.00	112386	PROF SVCS-STR PROJ
022409	07/14/16	HOL04	HOLIDAY MARKET #32	17.96	.00	17.96	13321307/	MAT & SUPPLIES-BLD MAINT
022410	07/14/16	SWR03	SWRCB	403.00	.00	403.00	474878	STORM WTR APP-STREETSCAPE
022411	07/15/16	BEN03	LEXISNEXIS MATTHEW BENDER	17.24	.00	17.24	84547456	BOOKS/PERIODICS-LIBRARY
022412	07/15/16	NOR03	NCCSIF	119911.00	.00	119911.00	1234	LIABILITY INS-GEN CITY
				37033.25	.00	37033.25	1275	WORKMENS COMP-GEN CITY
			Check Total.....	156944.25	.00	156944.25		
022413	07/15/16	NOR31	NORM'S PRINTING	167.11	.00	167.11	016265	OFFICE SUPPLIES-FINANCE

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
022414	07/15/16	TEH06	TEHAWA CO ENVIRON HEALTH	394.00	.00	394.00	IN0002895	REQ PYMTS/COUNTY-WWTP
Cash Account Total.....:				167027.22	.00	167027.22		
Total Disbursements.....:				167027.22	.00	167027.22		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
022416	07/19/16	BAS01	BASIC LABORATORY, INC	96.00	.00	96.00	1607043	Profservices Water Dept
022417	07/19/16	BIC01	BICKLEY'S AIR CONDITIONIN	178.57	.00	178.57	2592	BLD MAINT-TRANS FAC
022418	07/19/16	CHE02	CHEM QUIP, INC.	560.20	.00	560.20	5471059	MAT & SUPPLIES-WTR
022419	07/19/16	COM06	COMCAST	28.94	.00	28.94	160719	COMMUNICATIONS-PW ADMIN
022420	07/19/16	DEP03	DEPT OF TRANS/CAL TRANS	221.42	.00	221.42	SL16005	Equip.Maint. St&Trf Light
022421	07/19/16	FED01	FEDERAL EXPRESS	24.42	.00	24.42	548119675	COMMUNICATIONS-BLD & SAFE
022422	07/19/16	GRA02	GRAINGER, W.W., INC	231.60	.00	231.60	916350658	SMALL TOOLS-
				10.38	.00	10.38	916599652	MAT & SUPPLIES-BLD MAINT
			Check Total.....	241.98	.00	241.98		
022423	07/19/16	HOL04	HOLIDAY MARKET #32	44.52	.00	44.52	973213077	MAT & SUPPLIES-
022424	07/19/16	PAT02	PATTERSON ELECTRIC, INC.	1093.99	.00	1093.99	4302	MAT & SUPPLIES-POOL
022425	07/19/16	PGE01	PG&E	36541.69	.00	36541.69	160712	Electricity General City-
022426	07/19/16	QUI02	QUILL CORPORATION	39.53	.00	39.53	7291512	OFFICE SUPPLIES-FINANCE
022427	07/19/16	RED15	RED TRUCK ROCK YARD, LLC	129.00	.00	129.00	725	MAT & SUPPLIES-STR
022428	07/19/16	WES02	WESTERN BUSINESS PRODUCTS	45.65	.00	45.65	AR19552	EQUIP MAINT-FIRE
022433	07/19/16	DAN03	DANIELSON, KAYLA	274.88	.00	274.88	160719	TRAINING/ED-DISPATCH
022434	07/19/16	SEV00	SEVERN TRENT ENVIRONMENTA	54326.60	.00	54326.60	2085185	PROF SVCS-
022435	07/20/16	ATT13	AT&T	763.37	.00	763.37	160711	COMMUNICATIONS-DISPATCH
022436	07/20/16	LNCO1	LN CURTIS & SONS	962.13	.00	962.13	INV37981	EQUIP MAINT-FIRE
022437	07/20/16	PERS1	PUBLIC EMPLOYEES RETIRE	84241.00	.00	84241.00	14789536	PERS - UNFUNDED LIABILITY
				118733.00	.00	118733.00	14789545	PERS - UNFUNDED LIABILITY
				17.00	.00	17.00	14789556	PERS - UNFUNDED LIABILITY
				6.00	.00	6.00	14789566	PERS - UNFUNDED LIABILITY
			Check Total.....	202997.00	.00	202997.00		
022438	07/20/16	PGE2A	PG&E	66.06	.00	66.06	160715B	ELECT-BLUE HERON CT
022439	07/20/16	RED15	RED TRUCK ROCK YARD, LLC	139.75	.00	139.75	726	MAT & SUPPLIES-STR
022440	07/20/16	NOR31	NORM'S PRINTING	212.96	.00	212.96	016285	PRINT/ADV-POLICE

REPORT.: Jul 20 16 Wednesday
 RUN...: Jul 20 16 Time: 15:06
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 07-16 Bank Account.: 1020

PAGE: 002
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Description
022440	07/20/16	NOR31	NORM'S PRINTING	138.62	.00	138.62	016294	PRINT/ADV-POLICE
Check Total.....:				351.58	.00	351.58		
022441	07/20/16	SCH01	LES SCHWAB TIRE CENTER	476.03	.00	476.03	611002038	VEH OP//MAINT-POLICE
Cash Account Total.....:				299603.31	.00	299603.31		
Total Disbursements.....:				299603.31	.00	299603.31		
Cash Account Total.....:				.00	.00	.00		

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
7273	07/19/16	BAN03	POLICE OFFICER ASSOC.	325.00	.00	325.00	B60719	POLICE OFFICER ASSOC
7274	07/19/16	BAN06	BANNER BANK	633.15	.00	633.15	B60719	HSA DEDUCTIBLE
7275	07/19/16	CAL37	CALIFORNIA STATE DISBURSE	430.61	.00	430.61	B60719	WITHHOLDING ORDER
7276	07/19/16	EDD01	EMPLOYMENT DEVELOPMENT	3873.45	.00	3873.45	B60719	STATE INCOME TAX
				1194.60	.00	1194.60	1B60719	SDI
			Check Total.....:	5068.05	.00	5068.05		
7277	07/19/16	ICM01	ICMA RETIREMENT TRUST-457	4019.05	.00	4019.05	B60719	ICMA DEF. COMP
				182.50	.00	182.50	1B60719	ICMA DEF. COMP ER PD
			Check Total.....:	4201.55	.00	4201.55		
7278	07/19/16	PERS1	PUBLIC EMPLOYEES RETIRE	19319.77	.00	19319.77	B60719	PERS PAYROLL REMITTANCE
7279	07/19/16	PERS4	Cal Pers 457 Def. Comp	3016.28	.00	3016.28	B60719	PERS DEF. COMP.
				317.50	.00	317.50	1B60719	PERS DEF. COMP. ER P
			Check Total.....:	3333.78	.00	3333.78		
7280	07/19/16	VAL06	VALIC	3512.46	.00	3512.46	B60719	AIG VALIC P TAX
				185.00	.00	185.00	1B60719	AIG VALIC P TAX ER P
			Check Total.....:	3697.46	.00	3697.46		
			Cash Account Total.....:	37009.37	.00	37009.37		
			Total Disbursements.....:	37009.37	.00	37009.37		

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Date...: Jul 20, 2016
 Time...: 3:36 pm
 Run by: LORI

CITY OF CORNING
 NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
 List.: NEWB
 Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
DAVE TAGGART CONSTRU	20860 EDWARD CT	RED BLUFF, CA 96080	TAGGART	GEN. BLD. CONTRACTOR	07/08/16	(530)527-0211
DURHAM PUMP, INC		DURHAM, CA 95938	RHEIN	ENGINEERING CONTRACTOR	07/19/16	(530)891-4821
KEN WHITE TRUCKING	1780 COLUSA ST	CORNING, CA 96021	WHITE	KENNETH TRUCKING	07/08/16	(530)526-4671
NEAR ROOFING	10606 LONE PINE AVE	CHICO, CA 95928	NEAR	ROBERT ROOFING - CONTRACTOR	07/15/16	(530)345-7202
OCHOA OFFICE CLEANIN		CORNING, CA 96021	OCHOA	JANITORIAL SERVICES	07/15/16	(530)521-9992
QUALITY SURFACING, I	24025 CONE GROVE RD	RED BLUFF, CA 96080	BROHN	CLAY GEN. ENG. CONTRACTOR	07/08/16	(530)527-9382
SANDYS LIQUOR	2185 SOLANO ST	CORNING, CA 96021	SZNGH	SURINDE LIQUOR STORE	07/08/16	(530)824-4321
SIERRA ROOFING	2470 VALLINE LANE	CHICO, CA 95927	GRAY	ERIC ROOFING CONTRACTOR	07/08/16	(530)342-1863
VSS INTERNATIONAL, I	3785 CHANNEL DRIVE	WEST SACRAMENTO, CA 95691	REED	JEFFREY GEN. BLD. CONTRACTOR	07/08/16	(916)373-1500

**ITEM NO: H-6
AUTHORIZE STAFF TO SEEK BIDS FOR
THE PRUNING OF CITY STREET TREES**

July 26, 2016

**TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING**

**FROM: KRISTINA MILLER, CITY MANAGER
DAWN GRINE, DIRECTOR OF PUBLIC WORKS**



SUMMARY:

Staff requests Council authorization to seek bids for the pruning of city street trees for fiscal year 2016/17. The Public Works Department has identified approximately 500 city trees of various sizes and species. The majority of the trees to be trimmed are primarily located in the City's northwest quadrant; that area west of the railroad tracks and north of Solano Street to the City Limits in both directions. Other locations include a short portion of Solano Street and the north and south side streets of Solano Street.

BACKGROUND:

Each year the Public Works Department requests Council approval to seek bids for the pruning of city trees within the City Limits. The 2016/2017 City Budget has allocated a total of \$30,000 to fund the pruning of city trees. The funding is budgeted under Tree Pruning/Public Works Streets 111-8002-3000.

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE STAFF TO SEEK BIDS FOR THE PRUNING OF CITY STREET TREES WITHIN THE CITY LIMITS LOCATED PRIMARILY IN THE NORTHWEST QUADRANT OF THE CITY.

LEGAL NOTICE

NOTICE OF REQUEST FOR BIDS FOR PRUNING CITY STREET TREES IN THE CITY OF CORNING

NOTICE IS HEREBY GIVEN that pursuant to the order of the City Council of the City of Corning, Request for Bids will be received by the City Clerk of the City of Corning at 794 Third Street, Corning, CA 96021 **until 10:00 a.m. on August 18, 2016** for the following:

- Pruning maintenance of approximately 500 street trees within the Corning City limits. (Bidding documents and specifications may be obtained at Corning City Hall located at 794 Third Street, Corning or can be found at the City of Corning Web Page: www.corning.org listed under Public Information.)
- Pursuant to Section 1770, and following, of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file at the District office. The successful bidder shall post a copy of such determination at the job site. The wage determination for this project will be 2016-1.
- A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Request for Proposals shall be submitted in sealed envelopes plainly marked on the outside **“SEALED BID – STREET TREE PRUNING - DO NOT OPEN”**. All Proposals submitted will be opened and read promptly following the 10:00 a.m. proposal closing period. Proposal results will be presented August 23, 2016 at the 6:30 p.m. Corning City Council meeting for award.

No proposal will be accepted from a Contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code.

The City of Corning reserves the right to reject any and all bids submitted, to waive any irregularity in the Request for Proposals, or in the event of identical proposals, be the sole judge of the individual/company to receive the contract.

Lisa M. Linnet
City Clerk

PUBLISH: 8/4/16

CITY OF CORNING
SCOPE OF WORK AND SPECIFICATIONS FOR
MAINTENANCE OF CITY STREET TREES

Scope of Work:

Scope of work includes:

- Trim all dead, dying, diseased, decayed, or decaying, and obviously weak branches and stubs which are two inches (2") in diameter or greater.
- All lower branches and hanging branches shall be pruned to provide a minimum of 14 feet clearance over the street and a minimum of 8 feet clearance over the sidewalk.
- Trim all branches that may interfere with illumination of a streetlight so that the light may specifically shine onto the street.
- Tree limbs shall be removed and controlled in such a manner as to cause no damage or injury to people, animals, property, other parts of the tree, or other plants

The area of work will encompass trees located within the City of Corning City Limits, for an estimated total of 500 trees. Each bidder shall be responsible for reviewing the areas to be bid and asking any questions of the Assistant Director of Public Works Steve Lindeman at (530) 624-9296 before presenting their bid proposal for the work described.

All bids shall be submitted to the City of Corning, 794 Third Street, Corning California, 96021 by 10:00 a.m. August 18, 2016 in an envelope clearly marked "SEALED BID – STREET TREE PRUNING - DO NOT OPEN". All bids submitted will be opened and read promptly following the 10:00 am bid closing. All proposals will be presented for award at the City Council meeting scheduled for August 23, 2016 at 6:30 pm.

Specifications:

The primary location of trees to be pruned will be in the City's northwest quadrant, beginning west of the railroad tracks and north of Solano Street to the City Limits in both directions. Other locations include a short portion of Solano Street and the north and south side streets of Solano Street.

Requirements of Bid:

This project requires the payment of Prevailing Wages to ALL EMPLOYEES with the Certified Payroll Report being sent to City Hall on a weekly basis. Contractor shall also be responsible for the following:

- Compliance with Articles I through X of the Contract for Street Tree Pruning Services
- Obtaining a City of Corning Business License.
- State Contractors License
- Registration with the DIR
- Notifying residents three days prior to pruning work in their area.
- Sweep street, sidewalk and any lawn areas removing all wood chip debris and small branches.
- Clean all debris (tree trimmings, leaves, etc.) from work site. The City Woodwaste Dumpsite located west of town at the intersection of Rawson Road and Carona Avenue is no longer available to contractors. Contractor will be responsible for debris disposal.
- Work hours are from 7:00 a.m. to 6:00 p.m. Monday through Friday.
- Large wood from the pruning may be left at curbside upon residents request for their use (residents must be informed that it must be removed within two days of the pruning).
- Must provide own State Regulated road signage at each end of working site.

**CITY OF CORNING
DEPARTMENT OF PUBLIC WORKS
CORNING, CALIFORNIA**

**STREET TREE PRUNING
SEALED PROPOSAL**

DATE: _____

The undersigned _____
(Name of Company)

Request for proposals to provide services for the pruning of approximately 500 street trees within the City of Corning City Limits.

PROPOSAL AMOUNT: \$ _____ PER TREE

The price quoted herein is firm and is not subject to change.

The City of Corning reserves the right to reject any and all proposals submitted or to waive any irregularity. In the event of identical proposals, the City of Corning will be the sole judge of the Company to receive the proposal.

Formal proposals will be accepted at 794 Third Street, Corning, CA 96021 until **10:00 a.m. on August 18, 2016**. All proposals must be clearly marked "**SEALED BID – STREET TREE PRUNING - DO NOT OPEN.**"

Signature of Company Representative

Date

Printed Name of Representative

California State Contractors
License Number

Company Name

Director of Industrial Relations (DIR)
Registration Number

Address

Phone

Contract for Street Tree Pruning Services

THIS AGREEMENT, made and entered into on the below written, by and between The City of Corning, hereinafter called the **OWNER**, and _____, hereinafter called the **CONTRACTOR**.

WITNESSETH, that, for the considerations hereinafter mentioned, the Owner and Contractor agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, materials, tools and equipment and to perform all work required to construct and complete in a good and workmanlike manner, and in strict accordance with the Contract Documents, those certain improvements entitled:

City of Corning
2016 Street Tree Pruning

Contract Documents for which have been prepared by: **Dawn Grine, Public Works Director.**

ARTICLE II. The Owner agrees to pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein at the following prices, and the Contractor agrees to receive and accept said payment as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, and for all loss or damage arising out of the nature of the aforesaid work or from the action of the elements and from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by Owner, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Contract Documents and the requirements of the Engineer under them to wit:

1. Street Tree Pruning Scope of Work and Specification Attached Hereto as Exhibit "A"

As shown on the Proposal attached hereto and incorporated herein.

ARTICLE III. The Contractor shall begin work within 15 days after the date of execution of the Contract. He/She shall diligently prosecute the same to completion with the number of days as shown on the Proposal attached hereto and incorporated herein.

ARTICLE IV. Insurance by Contractor. Contractor agrees to secure and maintain a general liability insurance policy in a sum not less than \$1,000,000.00 during the term of the Contract Agreement and any extension thereto, and shall name the City of Corning as an additional insured under the general liability insurance policy. Contractor shall also secure and maintain, during the term of the Contract Agreement, Automobile Liability Insurance at limits competitive in the construction industry of like kind, which shall be applicable and cover those vehicles operating on the project, and any transfer obligation to/from the project, as well as Workers Compensation Insurance where applicable and/or required under California law.

ARTICLE V. Indemnity, Defense, and Hold Harmless. Contractor agrees to indemnify, defend, and hold the City of Corning harmless from any and all losses, liability, damages, injury (to person or property), fines, fees, penalties, and/or other damages that arises, in any way, under the terms of the Contract Agreement and/or any alleged and/or actual negligent act, intentional act, or other circumstance caused by or performed by Contractor, its agents, subcontractors, and/or employees. The obligations of this provision do not apply to injury, loss, damage, or other harm that arises from the sole and absolute negligence and/or intentional act of the City of Corning, its agents and/or employees.

ARTICLE VI. Termination of Contract. This Contract Agreement can be terminated for cause, which includes the following circumstances:

1. A loss of funding presently accessible to the City of Corning and that prevents the City from completing the terms of the Contract Agreement and any addendum thereto. For edification the City of Corning is not obligated to spend its general fund monies, sewer funds, street funds or other funds not previously allocated to the completion of the Contract Agreement and made part of the City of Corning's budget.
2. Contractor's material failure to perform the work as outlined in the Contract Agreement.
3. City of Corning's failure to pay Contractor as outlined under the terms of the Contract Agreement.

ARTICLE VII. Integration and Modification. The Contract Agreement, its exhibits and attachments are the operative contract of the parties; there being no other written or oral agreements. Any modifications to this Agreement must be in writing and signed by all parties.

ARTICLE VIII. Savings Clause. Should any one part of this Agreement be deemed illegal or invalid, all other provisions shall remain valid and enforceable so long as the Agreement's purpose is not materially altered.

ARTICLE IX. Ability to Contract. Contractor represents and warrants that it has taken all necessary actions to bind the corporation as set forth in the Contract Agreement and any addendum thereto.

ARTICLE X. If during the performance of Contactor's work Contractor, its agents, or employees discover a dangerous condition that presents a possible danger to the public, including but not limited to limb drop, topple or other condition that presents a possible hazard to the general public or is otherwise reasonably perceived by Contractor as a danger to the public, Contractor shall immediately notify Public Works of the condition and if necessary shall post a warning at the area presenting such condition to warn the general public of the same and thereafter safely and timely resolve the condition or until such time as the Public Works Department can assess or otherwise address the condition.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands on the date below written.

CITY OF CORNING:

CONTRACTOR:

By: _____
Kristina Miller
City Manager

By: _____

Date: _____

Date: _____

Attest:

Lisa M. Linnet, City Clerk

**ITEM NO.: H-7
ACCEPT AGREEMENT WITH AAREL
STRIPING & ENGINEERING FOR A STORM
WATER POLLUTION PREVENTION PLAN
FOR THE CORNING DOWNTOWN SOLANO
STREET STREETScape PROJECT**

JULY 26, 2016

**TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS
OF THE CITY OF CORNING, CA**

**FROM: KRISTINA MILLER, CITY MANAGER
DAWN GRINE, DIRECTOR OF PUBLIC WORKS** 

SUMMARY:

Staff recommends the City Council accept the attached Agreement with Aarel Striping & Engineering, Chico CA. This is a project specific agreement to prepare a Storm Water Pollution Prevention Plan (SWPPP) and perform weekly jobsite inspections directly related to the Downtown Solano Street Streetscape Project.

The SWPPP plan and services are a reimbursable expense through the Statewide Transportation Improvement (STIP) Program which is providing the funding source for the Downtown Solano Street Streetscape Project.

The SWPPP Agreement became effective on June 27, 2016 and will run the duration of the Downtown Solano Street Streetscape Project construction and maintenance period unless extended or terminated by a contract amendment.

BACKGROUND:

City Staff sought quotes from three engineering firms and received three replies. Staff reviewed the responses and determined Aarel Striping to be the most qualified. A summary is provided for Council review.

STAFF RECOMMENDATION:

That the City Council Accept Consultant Agreement with Aarel Striping & Engineering for a Storm Water Pollution Prevention Plan for the Corning Downtown Area Streetscape Project, Made Effective June 27, 2016 Through Signature of the City Manager and Action of the City Council Under Article IV of the Agreement.

Streetscape Project
Storm Water Pollution Prevention Plan Services
Quote Summary
June 23, 2016

Aarel Striping & Engineering Chico, CA	\$6,350.00
Santos Excavating, Inc. Chico, CA	\$7,225.00
Vestra Resources, Inc. Redding, CA	\$14,550

STREETSCAPE PROJECT SWPPP SERVICES CONTRACT
City of Corning, California

ARTICLE I INTRODUCTION

A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Kristi Rose, Aarel Striping and Engineering, Chico CA

The Project Manager for the "CONSULTANT" will be Kristi Rose.

The name of the "LOCAL AGENCY" is as follows:

City of Corning, California.

The Contract Administrator for LOCAL AGENCY will be Dawn Grine, Director of Public Works for the City of Corning, California.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated June 20, 2016. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify, defend, and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY and as permitted under applicable law. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II

STATEMENT OF WORK

A. Consultant Services

CONSULTANT shall provide construction project consulting regarding the interpretation of the contract plans and specifications, contract change orders, contractor's progress pay estimates, construction inspections related to the SWPPP. Additionally, any work of Consultant/Engineer that is final upon written approval of LOCAL AGENCY shall remain incomplete until such approval is received by the qualifying LOCAL AGENCY representative.

B. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

C. Documentation

CONSULTANT shall provide to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives

ARTICLE III

CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The inspections report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

ARTICLE IV

PERFORMANCE PERIOD

- A. This contract shall go into effect on June 27, 2016 contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall run the duration of the Downtown Solano Street Streetscape Project construction and maintenance period unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V

ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for work as specified in CONSULTANT'S Cost Proposal (Attachment "A"). These rates are not adjustable for the performance period set forth in this Contract.
- B. Reimbursement for transportation and subsistence costs will be included in the rate agreed upon and will not be paid separately.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoice. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall be mailed to LOCAL AGENCY'S Contract Administrator at the following address:

Dawn Grine
Director of Public Works, City of Corning, CA
794 Third Street
Corning, California 96021

ARTICLE VI

TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is the dollar amount representing the monies currently due to CONSULTANT for services performed and accepted under the Contract.

ARTICLE VII

FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII

CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY'S Contract Administrator.
- C. There shall be no change in CONSULTANT'S Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY'S Contract Administrator.

ARTICLE IX

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Where legally required, Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY'S consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

ARTICLE X

COST PRINCIPLE

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI

CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII

RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

If CONSULTANT is served with a subpoena for production of records generated or arising from the terms of the Agreement or work performed under this Agreement, CONSULTANT shall immediately provide a copy of the subpoena to the LOCAL AGENCY and thereafter assist in any appropriate action to properly respond to the Subpoena; however, nothing in this AGREEMENT shall obligate LOCAL AGENCY to file any formal or informal response to a subpoena served upon CONSULTANT unless it so determines.

ARTICLE XIII

DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XIV

AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer and/or the City Manager.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer and/or City Manager of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. In any contract where CONSULTANT is to receive as compensation the sum \$150,000 or greater, CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XV

SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

ARTICLE XVI

INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XVII

SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions

issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. If applicable, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XVIII

INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence. Any of insurance herein is the responsibility of CONSULTANT.

Prior to CONSULTANT engaging in a scope of work that potentially and reasonably carry liability exposure at a sum over ten percent of the maximum limits of insurance obtained by CONSULTANT under the terms of this Agreement, CONSULTANT shall first advise LOCAL AGENCY of the potential for underinsurance prior to agreeing to the commencement of such work.

- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY with an endorsement on the policy of insurance stating such.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ARTICLE XIX

OWNERSHIP OF DATA

- A. Upon completion of all work under this contract or termination, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX

CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY'S construction contractor relating to work performed by CONSULTANT'S personnel, and additional information or assistance from CONSULTANT'S personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

ARTICLE XXI

CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY'S operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information,

or disseminate the same on any other occasion unless directed by The LOCAL AGENCY or otherwise necessary for the performance of CONSULTANT'S work set forth in this Contract.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY'S actions on the same, except to LOCAL AGENCY'S staff, CONSULTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXII

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT'S failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIII

STATEMENT OF COMPLIANCE

- A. CONSULTANT'S signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXIV

DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXV

STATE PREVAILING WAGE RATES

- A. Where applicable, CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXVI

CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXVIII

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. Where federal funding will exceed \$150,000 for the work performed by CONSULTANT, CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XXIX

NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Kristi Rose
Aarel Striping & Engineering
236 W. East Avenue
STE A, PMB 120
Chico, CA 95926

LOCAL AGENCY:

City of Corning, California
Dawn Grine, Director of Public Works
794 Third Street
Corning, California 96021

ARTICLE XXX

CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

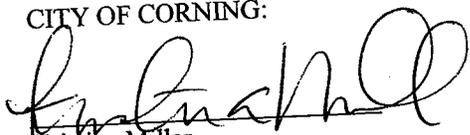
ARTICLE XXXI

SIGNATURES

Approved as to form:

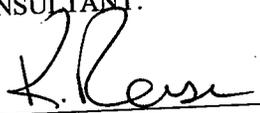
City Attorney
City of Corning

CITY OF CORNING:


Kristina Miller
City Manager

02/30/16
Date

CONSULTANT:


Kristi Rose
Aarel Striping & Engineering

6/26/16
Date

Aarel Striping & Engineering
 236 W. East Ave.
 STE A, PMB 120
 Chico, CA 95926 US
 (530)321-1633
 kristi@aarelstriping.com

*Attachment
A*



ADDRESS

City of Corning
 794 Third St.
 Corning, CA 96021

ESTIMATE 062016

DATE 06/20/2016

P.O. NUMBER

Solano St. SWPPP

ACTIVITY	QTY	RATE	AMOUNT
SWPPP Prepare SWPPP; Prepare Risk Level 2 SWPPP, upload into SMARTS to obtain NOI Provide 3 hard copies and electronic copy City of Corning will be LRP and add Aarel as a data entry user City of Corning to pay NOI fees File NOT upon project completion	1	1,800.00	1,800.00
Annual Report Annual Report; Prepare Annual Report and submit in SMARTS upon project completion Project is anticipated to be complete by October so only one report is needed.	1	350.00	350.00
Inspections QSP Inspections; Perform weekly jobsite inspections Estimate July through October	17	200.00	3,400.00
REAP Rain Event Action Plan; Prepare REAP, includes inspection Estimate 4 each	4	200.00	800.00

TOTAL \$6,350.00

**ITEM NO.: K-8
CITY COUNCIL ADOPT RESOLUTION
7-26-2016-01 AUTHORIZING THE
MAYOR TO EXECUTE AGREEMENTS
WITH THE STATE BOARD OF
EQUALIZATION FOR
IMPLEMENTATION OF THE LOCAL
TRANSACTIONS AND USE TAX
APPROVED BY THE VOTERS AT THE
JUNE 7, 2016 PRIMARY ELECTION**

July 26, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
JODY BURGESS, CITY ATTORNEY
LISA M. LINNET, ADMINISTRATIVE ASSISTANT *lml*

SUMMARY:

Staff presents to you a Resolution authorizing the City of Corning to execute two Agreements between the City and the Board of Equalization ("BOE"). The Agreements are attached and governed under relevant portions of the Revenue and Taxation Code.

These Agreements are required by State law to allow the BOE to prepare to administer, and thereafter administer, the collection of sales and use tax under Ordinance 663, an Ordinance adopted and approved by the City Council on February 9, 2016, and subsequently approved for adoption as Measure "A" by the voters of the City of Corning at the June 7, 2016 State Primary Election.

RECOMMENDATION:

MAYOR AND COUNCIL:

- a. Adopt Resolution 07-26-2016-01, a Resolution of the City of Corning authorizing the Mayor to execute Agreements with the State Board of Equalization for implementation of a Local Transaction and Use Tax;**
- b. Approve proposed Agreement for State Administration of City Transaction and Use Tax;**
- c. Approve Agreement for preparation to administer and operate the City of Cornings Transaction and Use Tax Ordinance; and**
- d. Authorize the Mayor to sign said Agreements and direct the City Clerk to process and send requested certified copies to the Board of Equalization.**

RESOLUTION NO.: 07-26-2016-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL
OF THE CITY OF CORNING
AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH THE
STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF A LOCAL
TRANSACTIONS AND USE TAX**

WHEREAS, on February 9, 2016, the City Council approved Ordinance No. 663 amending the City Municipal Code and providing for a local transactions and use tax; and

WHEREAS, the State Board of Equalization (Board) administers and collects the transactions and use taxes for all applicable jurisdictions within the State; and

WHEREAS, the Board will be responsible to administer and collect the transactions and use tax for the City; and

WHEREAS, the Board requires that the City enter into a "Preparatory Agreement" and an "Administration Agreement" prior to implementation of said taxes; and

WHEREAS, the Board requires that the City Council authorize the Agreements;

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Corning that the "Preparatory Agreement" attached as Exhibit A, and the "Administrative Agreement" attached as Exhibit B are hereby approved and the Mayor is hereby authorized to execute each Agreement.



This Resolution was introduced and adopted by the City Council of the City of Corning on the 26TH day of July, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution 07-26-2016-01 was duly adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 26th day of July, 2016 by the votes listed above.

Lisa M. Linnet, City Clerk

Exhibit "A"

**AGREEMENT FOR PREPARATION TO ADMINISTER AND OPERATE
CITY'S TRANSACTIONS AND USE TAX ORDINANCE**

In order to prepare to administer a transactions and use tax ordinance adopted in accordance with the provision of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code, the City of Corning, hereinafter called *City*, and the STATE BOARD OF EQUALIZATION, hereinafter called *Board*, do agree as follows:

1. The Board agrees to enter into work to prepare to administer and operate a transactions and use tax in conformity with Part 1.6 of Division 2 of the Revenue and Taxation Code which has been approved by a majority of the electors of the City and whose ordinance has been adopted by the City.
2. City agrees to pay to the Board at the times and in the amounts hereinafter specified all of the Board's costs for preparatory work necessary to administer the City's transactions and use tax ordinance. The Board's costs for preparatory work include costs of developing procedures, programming for data processing, developing and adopting appropriate regulations, designing and printing forms, developing instructions for the Board's staff and for taxpayers, and other appropriate and necessary preparatory costs to administer a transactions and use tax ordinance. These costs shall include both direct and indirect costs as specified in Section 11256 of the Government Code.
3. Preparatory costs may be accounted for in a manner which conforms to the internal accounting and personnel records currently maintained by the Board. The billings for costs may be presented in summary form. Detailed records of preparatory costs will be retained for audit and verification by the City.
4. Any dispute as to the amount of preparatory costs incurred by the Board shall be referred to the State Director of Finance for resolution, and the Director's decision shall be final.
5. Preparatory costs incurred by the Board shall be billed by the Board periodically, with the final billing within a reasonable time after the operative date of the ordinance. City shall pay to the Board the amount of such costs on or before the last day of the next succeeding month following the month when the billing is received.
6. The amount to be paid by City for the Board's preparatory costs shall not exceed one hundred seventy-five thousand dollars (\$175,000) (Revenue and Taxation Code Section 7272.)

7. Communications and notices may be sent by first class United States mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0027
Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to City shall be addressed to:

Kristina Miller, City Manager
794 Third Street
Corning, CA 96021

8. The date of this agreement is the date on which it is approved by the Department of General Services. This agreement shall continue in effect until the preparatory work necessary to administer City's transactions and use tax ordinance has been completed and the Board has received all payments due from City under the terms of this agreement.

CITY OF CORNING _____

STATE BOARD OF EQUALIZATION

By _____
(Signature)

By _____
Administrator
Local Revenue Allocation Unit

Gary R. Strack
(Typed Name)

Mayor
(Title)

Exhibit "B"
AGREEMENT FOR STATE ADMINISTRATION
OF CITY TRANSACTIONS AND USE TAXES

The City Council of the City of Corning has adopted, and the voters of the City of Corning (hereafter called "City" or "District") have approved by the required majority vote, the City of Corning Transactions and Use Tax Ordinance of 2016 (hereafter called "Ordinance"), a copy of which is attached hereto. To carry out the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code and the Ordinance, the State Board of Equalization, (hereinafter called the "Board") and the City do agree as follows:

ARTICLE I
DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in the Agreement, they shall be interpreted to mean the following:

1. "District taxes" shall mean the transactions and use taxes, penalties, and interest imposed under an ordinance specifically authorized by Revenue and Taxation code Section 7285.9, and in compliance with Part 1.6, Division 2 of the Revenue and Taxation Code.

2. "City Ordinance" shall mean the City's Transactions and Use Tax Ordinance referred to above and attached hereto, Ordinance No. 663, as amended from time to time, or as deemed to be amended from time to time pursuant to Revenue and Taxation Code Section 7262.2.

ARTICLE II
ADMINISTRATION AND COLLECTION
OF CITY TAXES

A. Administration. The Board and City agree that the Board shall perform exclusively all functions incident to the administration and operation of the City Ordinance.

B. Other Applicable Laws. City agrees that all provisions of law applicable to the administration and operation of the State Sales and Use Tax Law which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code shall be applicable to the administration and operation of the City Ordinance. City agrees that money collected pursuant to the City Ordinance may be deposited into the State Treasury to the credit of the Retail Sales Tax Fund and may be drawn from that Fund for any authorized purpose, including making refunds, compensating and reimbursing the Board pursuant to Article IV of this Agreement, and transmitting to City the amount to which City is entitled.

C. Transmittal of money.

1. For the period during which the tax is in effect, and except as otherwise provided herein, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City periodically as promptly as feasible, but not less often than twice in each calendar quarter.

2. For periods subsequent to the expiration date of the tax whether by City's self-imposed limits or by final judgment of any court of the State of California holding that City's ordinance is invalid or void, all district taxes collected under the provisions of the City Ordinance shall be transmitted to City not less than once in each calendar quarter.

3. Transmittals may be made by mail or electronic funds transfer to an account of the City designated and authorized by the City. A statement shall be furnished at least quarterly indicating the amounts withheld pursuant to Article IV of this Agreement.

D. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and operation of the City Ordinance and the distribution of the district taxes collected thereunder.

E. Preference. Unless the payor instructs otherwise, and except as otherwise provided in this Agreement, the Board shall give no preference in applying money received for state sales and use taxes, state-administered local sales and use taxes, and district transactions and use taxes owed by a taxpayer, but shall apply moneys collected to the satisfaction of the claims of the State, cities, counties, cities and counties, redevelopment agencies, other districts, and City as their interests appear.

F. Security. The Board agrees that any security which it hereafter requires to be furnished by taxpayers under the State Sales and Use Tax Law will be upon such terms that it also will be available for the payment of the claims of City for district taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and City shall not participate in any security now held by the Board.

G. Records of the Board.

When requested by resolution of the legislative body of the City under section 7056 of the Revenue and Taxation Code, the Board agrees to permit authorized personnel of the City to examine the records of the Board, including the name, address, and account number of each seller holding a seller's permit with a registered business location in the City, pertaining to the ascertainment of transactions and use taxes collected for the City. Information obtained by the City from examination of the Board's records shall be used by the City only for purposes related to the collection of transactions and use taxes by the Board pursuant to this Agreement.

H. Annexation. City agrees that the Board shall not be required to give effect to an annexation, for the purpose of collecting, allocating, and distributing District transactions and use taxes, earlier than the first day of the calendar quarter which commences not less than two months after notice to the Board. The notice shall include the name of the county or counties annexed to the extended City boundary. In the event the City shall annex an area, the boundaries of which are not coterminous with a county or counties, the notice shall include a description of the area annexed and two maps of the City showing the area annexed and the location address of the property nearest to the extended City boundary on each side of every street or road crossing the boundary.

ARTICLE III
ALLOCATION OF TAX

A. Allocation. In the administration of the Board's contracts with all districts that impose transactions and use taxes imposed under ordinances, which comply with Part 1.6 of Division 2 of the Revenue and Taxation Code:

1. Any payment not identified as being in payment of liability owing to a designated district or districts may be apportioned among the districts as their interest appear, or, in the discretion of the Board, to all districts with which the Board has contracted using ratios reflected by the distribution of district taxes collected from all taxpayers.

2. All district taxes collected as a result of determinations or billings made by the Board, and all amounts refunded or credited may be distributed or charged to the respective districts in the same ratio as the taxpayer's self-declared district taxes for the period for which the determination, billing, refund or credit applies.

B. Vehicles, Vessels, and Aircraft. For the purpose of allocating use tax with respect to vehicles, vessels, or aircraft, the address of the registered owner appearing on the application for registration or on the certificate of ownership may be used by the Board in determining the place of use.

ARTICLE IV COMPENSATION

The City agrees to pay to the Board as the Board's cost of administering the City Ordinance such amount as is provided for by law. Such amounts shall be deducted from the taxes collected by the Board for the City.

ARTICLE V MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first class United States mail to the addresses listed below, or to such other addresses as the parties may from time to time designate. A notification is complete when deposited in the mail.

Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879
Sacramento, California 94279-0027
Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to the City shall be addressed to:

Kristina Miller, City Manager

794 Third Street

Corning, CA 96021

Unless otherwise directed, transmittals of payment of District transactions and use taxes will be sent to the address above.

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on October 1, 2016. This Agreement shall continue until December 31 next following the expiration date of the City Ordinance, and shall thereafter be renewed automatically from year to year until the Board completes all work necessary to the administration of the City Ordinance and has received and disbursed all payments due under that Ordinance.

C. Notice of Repeal of Ordinance. City shall give the Board written notice of the repeal of the City Ordinance not less than 110 days prior to the operative date of the repeal.

ARTICLE VI
ADMINISTRATION OF TAXES IF THE
ORDINANCE IS CHALLENGED AS BEING INVALID

A. Impoundment of funds.

1. When a legal action is begun challenging the validity of the imposition of the tax, the City shall deposit in an interest-bearing escrow account, any proceeds transmitted to it under Article II. C., until a court of competent jurisdiction renders a final and non-appealable judgment that the tax is valid.

2. If the tax is determined to be unconstitutional or otherwise invalid, the City shall transmit to the Board the moneys retained in escrow, including any accumulated interest, within ten days of the judgment of the trial court in the litigation awarding costs and fees becoming final and non-appealable.

B. Costs of administration. Should a final judgment be entered in any court of the State of California, holding that City's Ordinance is invalid or void, and requiring a rebate or refund to taxpayers of any taxes collected under the terms of this Agreement, the parties mutually agree that:

1. Board may retain all payments made by City to Board to prepare to administer the City Ordinance.

2. City will pay to Board and allow Board to retain Board's cost of administering the City Ordinance in the amounts set forth in Article IV of this Agreement.

3. City will pay to Board or to the State of California the amount of any taxes plus interest and penalties, if any, that Board or the State of California may be required to rebate or refund to taxpayers.

4. City will pay to Board its costs for rebating or refunding such taxes, interest, or penalties. Board's costs shall include its additional cost for developing procedures for processing the rebates or refunds, its costs of actually making these refunds, designing and printing forms, and developing instructions for Board's staff for use in making these rebates or refunds and any other costs incurred by Board which are reasonably appropriate or necessary to make those rebates or refunds. These costs shall include Board's direct and indirect costs as specified by Section 11256 of the Government Code.

5. Costs may be accounted for in a manner, which conforms to the internal accounting, and personnel records currently maintained by the Board. The billings for such costs may be presented in summary form. Detailed records will be retained for audit and verification by City.

6. Any dispute as to the amount of costs incurred by Board in refunding taxes shall be referred to the State Director of Finance for resolution and the Director's decision shall be final.

7. Costs incurred by Board in connection with such refunds shall be billed by Board on or before the 25th day of the second month following the month in which the judgment of a court of the State of California holding City's Ordinance invalid or void becomes final. Thereafter Board shall bill City on or before the 25th of each month for all costs incurred by Board for the preceding calendar month. City shall pay to Board the amount of such costs on or before the last day of the succeeding month and shall pay to Board the total amount of taxes, interest, and penalties refunded or paid to taxpayers, together with Board costs incurred in making those refunds.

CITY OF CORNING

STATE BOARD OF EQUALIZATION

By _____
(Signature)

By _____
Administrator
Local Revenue Allocation Unit

Gary R. Strack

(Typed Name)

Mayor

(Title)

CITY OF CORNING TRANSACTIONS AND USE TAX

All legal correspondence should be mailed to the following address:

Jurisdiction: **CITY OF CORNING**

Title: **Attn: Kristina Miller, City Manager**

Address: **794 Third Street**

Corning, CA 96021

Financial correspondence (Non-confidential information) should be mailed to the following address:

Note: Confidential information may be sent only to positions authorized by resolution

Jurisdiction: **CITY OF CORNING**

Title: **Attn: Kristina Miller, City Manager**

Address: **794 Third Street**

Corning, CA 96021

Paper warrants (if issued) and Monthly/quarterly statements of transactions and use tax payments should be mailed to the following address:

Jurisdiction: **CITY OF CORNING**

Title: **Attn: Kristina Miller, City Manager**

Address: **794 Third Street**

Corning, CA 96021

Name: **Lisa M. Linnet**

Signature: _____

Title: **City Clerk**

Date: _____

ITEM NO.: K-9
AWARD THREE-YEAR JANITORIAL
SERVICE AGREEMENT TO OCHOA
OFFICE CLEANING SERVICES

July 26, 2016

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: KRISTINA MILLER, CITY MANAGER
DAWN GRINE, PUBLIC WORKS DIRECTOR 

SUMMARY:

Staff received 3 proposals at the July 19, 2016 Bid Opening for a three-year Janitorial Service Agreement. The bid summary is shown below:

<u>Company</u>	<u>Bid A</u>	<u>Bid B</u>
❖ Ochoa Office Cleaning Services	\$3,100.00	\$1,860.00
❖ White Glove Cleaning Service	\$3,500.00	\$2,800.00
❖ Pro-Line Cleaning Services, Inc.	\$6,450.00	\$6,600.00

Bid A includes cleaning twice a week.

Bid B reduces cleaning to once a week.

FINANCIAL:

The current contract is funded from the following budget line numbers:

001-6320-3600	Building Maintenance/Janitorial Services	\$ 7,547
610-6320-3600	Building Maintenance/Janitorial Services	\$ 4,313
630-6320-3600	Building Maintenance/Janitorial Services	\$ 4,313
001-6320-1700	Library/Janitorial Services	\$ 5,391
001-6320-6100	Parks/Janitorial Services	\$ 8,628
625-6750-3160	Transportation Facility/Building Maintenance.	\$ 7,188
	Total:	\$37,380

RECOMMENDATION:

MAYOR AND COUNCIL AWARD:

BID A FOR A THREE-YEAR JANITORIAL SERVICE AGREEMENT TO OCHOA OFFICE CLEANING SERVICES IN THE AMOUNT OF \$3,100.00 MONTHLY.

OR;

BID B FOR A THREE-YEAR JANITORIAL SERVICE AGREEMENT TO OCHOA OFFICE CLEANING SERVICES IN THE AMOUNT OF \$1,860.00 MONTHLY.

**CITY OF CORNING
DEPARTMENT OF PUBLIC WORKS
CORNING, CALIFORNIA**

**JANITORIAL SERVICE
PROPOSAL FORM**

The undersigned Ochoa Office Cleaning Services
Name of Company

Request for Bids to provide Janitorial Services at Corning City Hall, Police Department, Corning Library, Corning Transportation Center, City Corporation Yard including the restrooms at Martini Plaza, Woodson Park, Northside Park, Lennox Fields and the Corning Community Park for a term of 3 years (8/1/2016-7/31/2019)

**Cleaning Schedule A
Monthly Fee Proposal**

\$ 3100

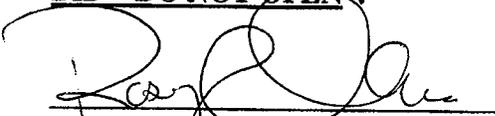
**Cleaning Schedule B
Monthly Fee Proposal**

\$ 1860

The price quoted herein is firm, and is not subject to change.

The City of Corning reserves the right to reject any and all Requests for Proposals that may be submitted or to waive any irregularity, and in the event of identical Requests for Proposals, to be the sole judge of the Company to receive the contract.

Request for Proposals will be accepted at 794 Third Street, Corning, CA 96021 until 10:30 AM, July 19, 2016. All bids must be clearly marked **"JANITORIAL SERVICE BID - DO NOT OPEN"**.


Signature of Company Representative

Rosy Ochoa
Printed Name

7/18/2016
Date

Ochoa Office Cleaning Services
Company Name
Po Box 997

Corning Ca 96021
Address

530-521-9992
Phone

**SPECIFICATIONS FOR JANITORIAL SERVICES
FOR CITY HALL, POLICE DEPARTMENT
LIBRARY, TRANSPORTATION CENTER
CORPORATION YARD, MARTINI PLAZA,
WOODSON PARK, NORTHSIDE PARK, LENNOX FIELDS AND
THE CORNING COMMUNITY PARK**

1. Scope of Services:

The Services shall consist of providing Janitorial Services for the City of Corning. The successful bidder shall furnish all labor, equipment, and cleaning products for the service. The term of this agreement is for three (3) years (8/1/2016-7/31/2019)

2. Location and Description:

City Hall, 794 Third Street.
Police Department, 774 Third Street.
Corning Library, 740 Third Street.
Corning Transportation Center, 1081 Solano Street.
Corporation Yard, 1106 Butte Street.
Martini Plaza, bathrooms only, 1409 Solano Street.
Woodson Park, restrooms only
Northside Park, restrooms only
Corning Community Park, restrooms only
Lennox Fields, restrooms only

3. City Furnished Supplies:

- Hand Soap
- Toilet tissue
- Paper towels
- Toilet seat covers

4. Supplies to be supplied by Contractor:

Furnish all chemicals and cleaning agents including deodorizers. Chemical and cleaning agent list shall be provided and approved by the City with a preference of low VOC non-toxic products.

Furnish an assortment of trash bags for all waste, recycling and garbage containers.
Furnish all vacuums, mops, brooms and other cleaning equipment.

5. Contractor Responsibility:

All work under this Agreement shall be performed in a skillful and workmanlike manner. The City may, in writing, require the Contractor to remove any employee the City deems incompetent, careless, or otherwise objectionable, or for theft, possession and/or removal of material, supplies, equipment, or any other City owned Property.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to Contractor's employees as may be necessary.

No other personnel other than the Contractor or Contractor's employees or City of Corning employees shall be allowed in the building during the period prescribed for maintenance. No children shall be in the building when performing Janitorial services.

Contractor shall perform cleaning duties after business hours and on weekends. Because of public meetings, Tuesday evenings cannot be cleaning dates. All cleaning shall be performed on Wednesday evenings with the exception of the first Wednesday of the month, and one day or evening of the weekend.

The Contractor shall be responsible for the training of all employees in the use of Multiple Safety Data Sheets supplied with all cleaning fluids and disinfectants. All employees must also be advised of all CAL-OSHA safety laws and the Contractor shall have a current ongoing safety program.

Contractor shall provide the City of Corning with liability insurance in the amount of one million dollars with the City of Corning listed as an additional insured on a separate additional insured endorsement. Contractor shall keep and maintain Workers Compensation Insurance for all employees, and provide and keep current a City of Corning Business License.

6. Prospective bidders shall bid on two separate cleaning schedules. The City will choose which cleaning schedule based on available funding.

Cleaning Schedule A:

Each day:

- Close the restroom facilities located at Northside Park, Woodson Park, Martini Plaza, Lennox Fields and the Corning Community Park at dark Monday through Friday.
- Open the restroom facilities at 7a.m. and close them at dark each weekend at Northside Park, Woodson Park, Martini Plaza, Lennox Fields and the Corning Community Park.
- Upon closing, inspect, pickup and clean as needed. Ensure that all paper dispensers are filled.
- Report any problems or vandalism to the Public Works Director.

Twice per week

- Dust shelves, ledges etc.
- Dust mop floors.
- Damp mop soiled floor areas.
- Spot wash counters, desks, etc.
- Clean, disinfect and deodorize restrooms.
- Fill Restroom Containers with supplies.
- Clean stainless and glass doors.
- Empty wastebaskets and containers.
- Turn off lights as needed.

Once per week:

- Vacuum all carpet areas.
- Tile floors mopped.
- Seamless floor cleaned and mopped.
- Inspect and clean any furnishings and areas needing attention.

Monthly:

- Dust sills and blinds, all pictures, plaques and emblems.
- Wash and clean all glass, including all windows and doors inside and out.
- Spot wash and clean walls, doorframes, etc.

- Clean dispensers, stall separators and top partitions in restrooms.
- Scrub tile in all areas, remove black marks and apply new finish.
- Remove spider webs throughout buildings.

General Cleaning:

- Light fixtures dusted and washed twice per year.
- Keep Janitors closet in a clean and orderly fashion.
- Clean and remove all dirt, stains and marks with an approved cleaner.
- Clean and Fill receptacles, dispensers, and the like and fill with an appropriate supply to last until the next cleaning day.
- Mop-Damp or Wet all surface dirt and stains with a cotton mop and warm water (damp mopping) containing soap, detergent, or floor cleaner, as required and rinse by (wet mopping). If mopping operation results in removal of floor finish, restore surface with on coat of approved anti-slip floor finish.
- Sweep in areas with smooth floors, such as linoleum or tile, remove all loose dirt and litter with sweeping broom and disposable or laundered type treated cloth. For other type of floors, remove loose dirt and litter with a hair floor brush or other sweeping tool. In place difficult to sweep with regular sweeping tools, use a brush or vacuum to remove dirt and litter.
- Remove all surface and embedded dirt with a vacuum cleaner.
- Wash to remove all dirt stains and marks with approved cleaner, then rinse with clear water.
- Clean wastebaskets on an as-needed basis.

Cleaning Schedule B:

Each day:

- Close the restroom facilities located at Northside Park, Woodson Park, Martini Plaza, Lennox Fields and the Corning Community Park at dark Monday through Friday.
- Open the restroom facilities at 7a.m. and close them at dark each weekend at Northside Park, Woodson Park, Martini Plaza, Lennox Fields and the Corning Community Park.
- Upon closing, inspect, pickup and clean as needed. Ensure that all paper dispensers are filled.
- Report any problems or vandalism to the Public Works Director.

Once per week:

- Vacuum all carpet areas.
- Dust shelves, ledges etc.
- Tile floors mopped.
- Seamless floor cleaned and mopped.
- Inspect and clean any furnishings and areas needing attention.
- Spot wash counters, desks, etc.
- Clean, disinfect and deodorize restrooms.
- Fill Restroom Containers with supplies., except as noted for parks above, whereby paper dispensers shall be filled at closing of said parks on a daily basis.
- Clean stainless and glass doors.

- Empty wastebaskets and containers.
- Turn off lights as needed.

Monthly:

- Dust sills and blinds, all pictures, plaques and emblems.
- Wash and clean all glass, including all windows and doors inside and out.
- Spot wash and clean walls, doorframes, etc.
- Clean dispensers, stall separators and top partitions in restrooms.
- Scrub tile in all areas, remove black marks and apply new finish.
- Remove spider webs throughout buildings.

General Cleaning:

- Light fixtures dusted and washed twice per year.
- Keep Janitors closet in a clean and orderly fashion.
- Clean and remove all dirt, stains and marks with an approved cleaner.
- Clean and Fill receptacles, dispensers, and the like and fill with an appropriate supply to last until the next cleaning day.
- Mop-Damp or Wet all surface dirt and stains with a cotton mop and warm water (damp mopping) containing soap, detergent, or floor cleaner, as required and rinse by (wet mopping). If mopping operation results in removal of floor finish, restore surface with on coat of approved anti-slip floor finish.
- Sweep in areas with smooth floors, such as linoleum or tile, remove all loose dirt and litter with sweeping broom and disposable or laundered type treated cloth. For other type of floors, remove loose dirt and litter with a hair floor brush or other sweeping tool. In place difficult to sweep with regular sweeping tools, use a brush or vacuum to remove dirt and litter.
- Remove all surface and embedded dirt with a vacuum cleaner.
- Wash to remove all dirt stains and marks with approved cleaner, then rinse with clear water.
- Clean wastebaskets on an as-needed basis.

**ITEM NO.: K-10
APPROVE OWNER OCCUPIED HOME
PROGRAM 15 YEAR DEFERRED
REHABILITATION LOAN IN THE
AMOUNT OF \$47,197 AT 3% SIMPLE
INTEREST**

July 26, 2016

TO: HONORABLE MAYOR AND COUCILMEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
JOHN STOUFER, PLANNING CONSULTANT
LISA M. LINNET, ADMINISTRATIVE ASSISTANT *lml*

BACKGROUND:

On June 10, 2014, the City received notification they were awarded a HOME Program Grant in the amount of \$500,000 for income qualifying **owner occupied** housing rehabilitation loans. The City accepted the grant and subsequently signed the associated Agreement with the State of California Department of Housing and Community Development on June 24, 2014.

Loan Administrator, Consultant JoAnn Anders has confirmed that the loan applicant qualifies for this Program as stipulated by the Department of Housing & Community Development. The City's appointed Loan Review Committee consisting of the Building Official, City Clerk and Planning Consultant have reviewed and recommended approval of the proposed loan in the amount of \$47,197. This loan will be secured by a Deed of Trust and payments and interest are deferred for the term of the loan, in this case 15 years at 3% simple interest.

RECOMMENDATION:

THAT THE CITY COUNCIL:

- **ACCEPT THE RECOMMENDATION OF THE CITY'S LOAN REVIEW COMMITTEE TO APPROVE A HOME (13-HOME-9015) OWNER OCCUPIED HOUSING REHABILITATION LOAN IN THE AMOUNT OF \$47,197 DEFERRED FOR 15 YEARS AT THREE PERCENT (3%) SIMPLE INTEREST.**

**ITEM NO.: K-11
COUNCIL CONSIDER RESTROOM CONSTRUCTION
OPTIONS AT CLARK PARK AND GIVE DIRECTION TO
PUBLIC WORKS DEPARTMENT**

JULY 26, 2016

**TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS
OF THE CITY OF CORNING, CA**

**FROM: KRISTINA MILLER, CITY MANAGER
DAWN GRINE, DIRECTOR OF PUBLIC WORKS** 

CITY PROPOSAL:

City Engineer Ed Anderson has provided a Preliminary Estimate of Cost to construct a 400 square foot building that would serve as a restroom facility at Clark Park. The Cost Estimate is attached for Council Review.

The formal bidding process could be completed and the project awarded by the September 13th City Council Meeting.

CORNING LITTLE LEAGUE PROPOSAL:

Corning Little League Building Committee provided the City with a proposal to demo the existing concession/restroom building and construct a 1,042 square foot building that would serve as a new concession/restroom building for Corning Little League. Corning Little League's proposal dated June 20, 2016 is attached for Council Review.

The June 20th proposal shows a list of materials and labor which includes either a cost estimate or the item being presented as a donation. Staff members met with the Building Committee members on July 8th to discuss the June 20th proposal.

During the July 8th meeting the Committee was informed that the non-donated materials needed for the project would be purchased in accordance with the City Purchasing Procedures as defined in the Corning Municipal Code.

The Committee will provide the list of materials and the City will comply with the Purchasing Procedures.

On July 14th Committee member Luke Alexander confirmed that *"all trades will be donated labor"* (except for the (plans) drafting).

BACKGROUND:

The FY 15/16 City Budget included \$150,000 funding for the upgrade or new construction of restroom facilities at City owned park Estil Clark Park; Park Improvement Fund/341-9304-6101. The project was not started during that time and has been carried over into the FY 16/17 City Budget. The 16/17 City Budget was recently adopted by City Council on July 12, 2016.

STAFF RECOMMENDATION:

That City Council:

- 1. Direct Public Works to Seek Bids to Construct a New Restroom Building for Estil Clark Park, or**
- 2. Authorize the Corning Little League Volunteers to Demo the Existing Concession/Restroom Building and Construct a New Concession/Restroom Building**

**City of Corning
Estil Clark Park
Preliminary Estimate of Cost
Restroom/Concession Building**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Lump Sum or Unit Price</u>	<u>Amount</u>
1	Provide final shop drawings and construct a tan colored, concrete-block, restroom/concession building (approx.. 400 s.f.) with reinforced concrete footings and concrete floor, wood truss rafters, dark green steel roof, steel doors, stainless steel fixtures, skylights, electrical service, sewer and water connections, in conformance with current ADA Specifications, complete.	1 Ea.	\$ 105,000	\$ 105,000
2	Install 4-inch sewer lateral and connect into existing sewer main, complete.	50 LF	\$ 40.00/LF	\$ 2,000
3	Install 1-inch water service and connect into existing water main, complete.	50 LF	\$ 30.00/LF	\$ 1,500
4.	Install conduit and conductor from existing electrical service, including control cabinet, sub-panel and related wiring and components, complete.	Lump Sum	\$ 10,000	<u>\$ 10,000</u>
	Subtotal:			\$ 118,500
5.	Contingency (10%)			\$ 12,000
6.	Plans and Specifications:			\$ 7,000
7.	Construction Administration & Inspection			<u>\$ 3,000</u>
	Total Estimated Cost:			\$ 140,500

Prepared by:

J. E. (Ed) Anderson

J.E. Ed Anderson, Consulting City Engineer

June 7, 2016

RECEIVED

JUN 22 2016

CITY OF CORNING

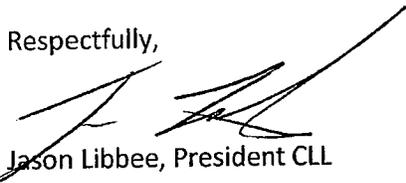
June 20, 2016

Corning City Council Members:

The Corning LL Board has reviewed the cost estimates for the proposed Bath/Concession project and consulted with the Corning Jr. Rodeo Association on this project and would like to formally request that the City Council Approve this project. The project fits the vision of the park users and the parks future development. The remaining money would be used to improve other facilities at this location.

The proposed "Island Bathroom" plan may be easy for the city to provide and install, but it will not be used during rodeo events due to safety concerns and liability due to livestock. That proposal also does not provide consideration for building a new baseball field. The proposed location would encroach on bleachers and the playing field limiting future development.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Libbee', is written over a horizontal line.

Jason Libbee, President CLL

Clark Park Bathroom & Concession Stand Cost Proposal

Demolition: Walberg Inc.	\$7,000.00 partial donation possible
Drafting: Max Ramirez	\$2,500.00
Concrete Slab Concrete	Donated
Slab Rebar/Forms/Baserock	\$4,000.00
Concrete Setup/Pour	Donated Luke Alexander Const.
Concrete Block/Rebar/Grout	\$20,000.00
Block Labor/Installation	Donation Batiattio Masonry
Plumbing Fixtures/Material	\$9,000.00
Plumbing Labor	Donation Devine Plumbing
Trusses	\$1,500.00 ½ Donation Weaver Lum.
Metal Doors	\$5,000.00
Electrical Material within building	\$6,200.00
Electrical Labor	Donated Dave Evans/Zack Petit
Framing/Roofing Labor	Donated Luke Alexander/Others
Roofing/Framing Material	\$4000.00
Serving Doors	\$3,225.00
Drywall/FRP	\$7,500.00
Drywall/FRP Labor	Donated Contrators/Volunteers
Cabinetry/Bath Stalls	\$7,500.00
Cabinetry/Stall Labor	Donated
Insulation	Donated Smith Insulation
Estimate Total:	\$77,425.00
Contingency: 25%	\$19,356.00
Total:	\$96,781.00

The list above are the cost estimates for each trade within the project. I consulted with a PG&E employee familiar with this type of work and we determined PG&E as well as the service to the building will not be impacted. The building can be built adjacent to the service cabinet. See layout at field. The bleachers will not need to be moved either. The SE corner of the building does fall on top of the sewer pipe however there are three options for remedy:

1. Build over the sewer line and address the issue if one ever arises.
2. Move the sewer line 6' right now to avoid a potential problem. A repair in this location would be the same today if the city wanted it moved for this project or if a problem were to arise at a later date. In essence, moving it today or in 20 years when a repair may arise makes no difference. Spending \$10,000 to avoid a potential problem makes little sense. Spending that same money when a problem arises makes more sense.
3. Expose the sewer line and replace 30' of the line with 3/4" thick C-900 plastic water line the same size with proper fittings for the application. This type of repair has been done for years and is currently one method used in cities statewide. The cost of this is substantially less about \$2,500.

There are many individuals and business willing to contribute time and material to complete this project. I think there is 30-50 volunteers who have given some type of commitment to the project from the Little League and from the Rodeo Association. All contractors listed above are licensed contractors and specialize in the trade they are donating their time to. These are skilled professionals donating to the community and LL specifically.

Regards,

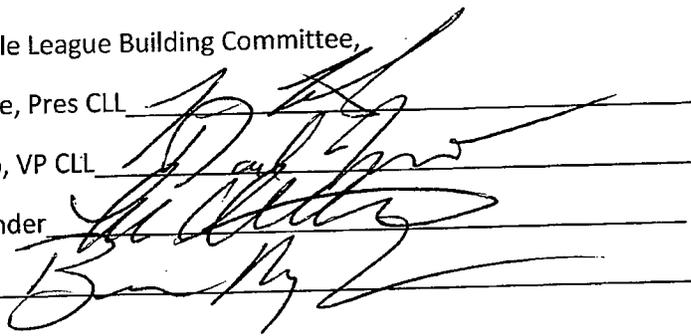
Corning Little League Building Committee,

Jason Libbee, Pres CLL

DC Felciano, VP CLL

Luke Alexander

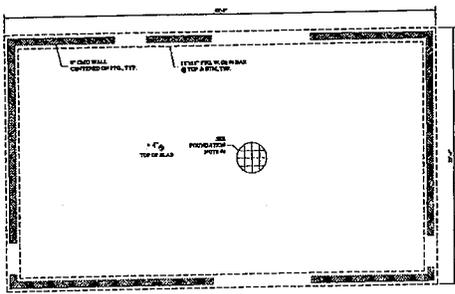
Ben Myhre



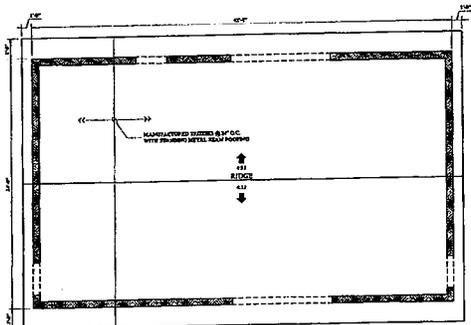
ROOF NOTES	
1. ALL ROOF JOISTS SHALL BE 2" X 8" SPACED @ 24" O.C. UNLESS OTHERWISE NOTED.	4. ALL TRUSSES AND GIRDS SHALL BE ARE STRUCTURALLY RATED FOR THE PROPOSED LOADS.
2. ROOF JOISTS SHALL BE SUPPORTED BY 4" X 4" POSTS AT 12' O.C. UNLESS OTHERWISE NOTED.	5. PROVIDE A SLOPE LIGHT AND RECEPTS WITHIN 4' OF THE EAVE.
3. ROOF SHALL BE CONSTRUCTED WITH MANUFACTURED TYPE III ASPHALT/FLY ASH.	6. FLASHINGS SHALL VERIFY ALL DRAINAGE DETAILS TO BE SLOPED AWAY FROM THE EXTERIOR OF THE ROOF.
7. ALL TRUSSES SHALL BEAR A STAY OR BRACE TO THE EXTERIOR WALLS OR FOUNDATIONS AS SHOWN. PROVIDE A COPY OF THE TRUSS CALC. @ THE SITE.	

FOUNDATION NOTES
1. ALL CONCRETE FOUNDATIONS SHALL BE 12" X 12" MINIMUM.
2. USE REINFORCED CONCRETE FOR ALL FOUNDATIONS.
3. PROVIDE A SLOPE LIGHT AND RECEPTS WITHIN 4' OF THE EAVE.
4. CONCRETE SHALL BE 3000 PSI COMPRESSIVE STRENGTH. PROVIDE A COPY OF THE TRUSS CALC. @ THE SITE.

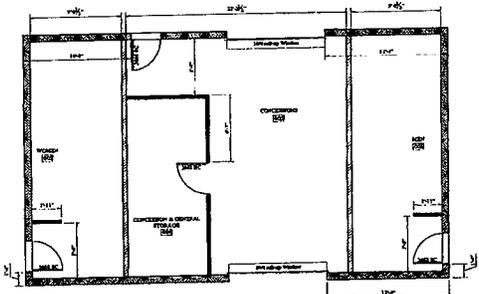
NEW WALL SCHEDULE	
1. 4" CMU WALLS	1. 4" CMU WALLS PER FLOOR TO TOP OF TOP PLATE AT 12' O.C. TYP. UNLESS OTHERWISE NOTED.
2. 8" CMU WALLS	2. 8" CMU WALLS PER FLOOR TO TOP OF TOP PLATE AT 12' O.C. TYP. UNLESS OTHERWISE NOTED.
3. 12" CMU WALLS	3. 12" CMU WALLS PER FLOOR TO TOP OF TOP PLATE AT 12' O.C. TYP. UNLESS OTHERWISE NOTED.
4. 16" CMU WALLS	4. 16" CMU WALLS PER FLOOR TO TOP OF TOP PLATE AT 12' O.C. TYP. UNLESS OTHERWISE NOTED.



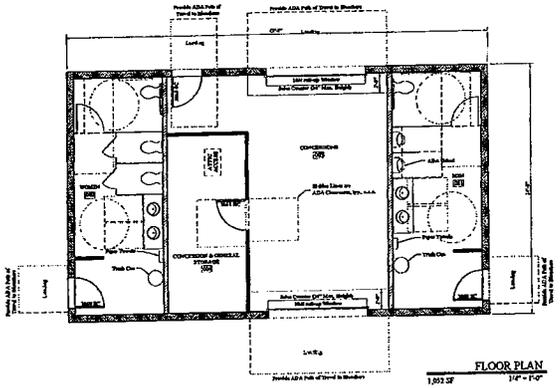
FOUNDATION PLAN
1/4" = 1'-0"



ROOF PLAN
1/4" = 1'-0"



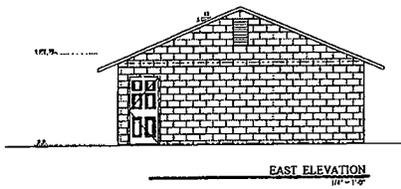
DIMENSIONED FRAMING PLAN
1/4" = 1'-0"



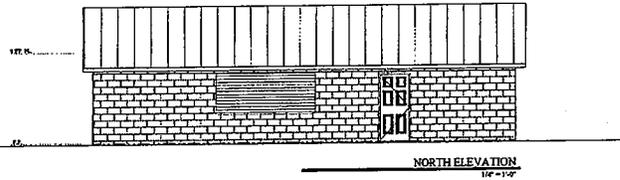
FLOOR PLAN
1/8" = 1'-0"

PROPOSED FLOOR PLAN

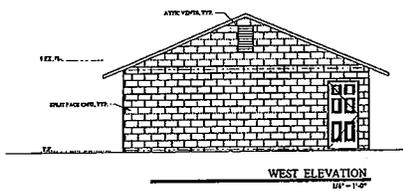
A1.0



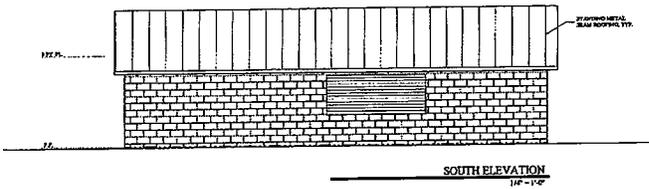
EAST ELEVATION
14'-11"



NORTH ELEVATION
14'-11"



WEST ELEVATION
14'-11"



SOUTH ELEVATION
14'-11"

EXTERIOR ELEVATIONS

A1.1

Dawn here is a rough idea on the time line for the concession project.

Site prep.	Two days
Demolition.	Two days
Concrete slab.	Five days
All Plumbing.	Ten days
Block walls.	Ten days
Roof/framing.	Five days
Electrical.	Two days
Drywall/FRP.	Seven days
Cabinets/stalls.	Four days
Misc work	Five days

We'd like the city to do the water/ sewer connection to the building and put the blacktop patch around the building.

We have numerous volunteersabout 40 confirmed plus 6-7 licensed contractors not including help from the rodeo association.

I will be the lead on the project, with Jason Libbee, Dave Evans, DC Felciano, Ben Myhre, Matt Battitatio, and James Dodge able to manage the project in some fashion to see it to completion

We'd like to demo the building ASAP and begin construction in September with the goal of being weather tight in November with completion in December/January

Please let me know if you need anything else.

Thx
Luke

7-19-2016

**ITEM NO.: K-12
ACCEPT AGREEMENT WITH APPLIED TESTING
CONSULTANTS FOR MATERIALS TESTING
FOR THE CORNING DOWNTOWN SOLANO
STREET STREETScape PROJECT**

JULY 26, 2016

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
DAWN GRINE, DIRECTOR OF PUBLIC WORKS 

SUMMARY:

Staff recommends the City Council accept the attached Agreement with Applied Testing Consultants, Chico CA. This is a project specific agreement to prepare materials and compaction testing as needed throughout the intersection construction related to the Downtown Solano Street Streetscape Project.

The materials testing are a reimbursable expense through the Statewide Transportation Improvement (STIP) Program which is providing the funding source for the Downtown Solano Street Streetscape Project.

The materials testing agreement became effective on June 30, 2016 and will run the duration of the Downtown Solano Street Streetscape Project construction and maintenance period unless extended or terminated by a contract amendment.

BACKGROUND:

In following the City's purchasing procedure, City Staff sought quotes from five testing firms and received three replies. A summary is provided below for Council review. Applied Testing Consultants was not the lowest bid received. Shortly before the June 28th deadline to submit quotes the Contractor announced that he was prepared to begin Contract Change Order #1; extensive reconstruction of 3 City intersections of Solano Street (one week ahead of schedule). Not wanting to stall the project any longer than necessary, the Public Works Director and City Engineer considered the three quotes and at 5pm, June 28th and determined that Applied Testing Consultants would be best suited for the project due to their close proximity and their past reliability practices. The City is permitted to utilize the contractor selected through exemption of its purchasing procedures as set forth in Section 3.12.080, which states, "the procedures above may be dispensed only when, "the services being sought are of professional or other nature where factors other than price are considered significant." Such a finding is present in the instant case.

STAFF RECOMMENDATION:

That the City Council Accept Consultant Agreement with Applied Testing Consultants for a Materials Testing for the Corning Downtown Area Streetscape Project, Made Effective June 30, 2016 Through Signature of the City Manager and Action of the City Council Under Article IV of the Agreement.

**Streetscape Project
Materials Testing Services
Quote Summary
June 28, 2016**

	Travel Trip Expense	Subgrade Test	Base Rock Test	Concrete Test
Applied Testing Consultants Chico, CA	\$200	\$360	\$480	\$25
MatriScope Engineering Laboratories, Inc. Redding, CA	\$234	\$225	\$225	\$25
Materials Testing, Inc. Redding, CA	\$898	\$104	\$104	\$57

STREETSCAPE PROJECT MATERIALS TESTING SERVICES CONTRACT
City of Corning, California

ARTICLE I INTRODUCTION

- A. This contract is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:

Brad Forsythe, Applied Testing Consultants, Chico CA

The Project Manager for the "CONSULTANT" will be Brad Forsythe.

The name of the "LOCAL AGENCY" is as follows:

City of Corning, California.

The Contract Administrator for LOCAL AGENCY will be Dawn Grine, Director of Public Works for the City of Corning, California.

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated June 24, 2016. The approved CONSULTANT's Cost Proposal is attached hereto (Attachment A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify, defend, and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY and as permitted under applicable law. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II

STATEMENT OF WORK

A. Consultant Services

CONSULTANT shall provide construction project Materials Testing results regarding the interpretation of the construction inspections related to Materials Testing. Additionally, any work of Consultant/Engineer that is final upon written approval of LOCAL AGENCY shall remain incomplete until such approval is received by the qualifying LOCAL AGENCY representative.

B. Conferences, Visits to Site, Inspection of Work

The contract provides for conferences as needed, visits to the site, and inspection of the work by representatives of the state, or FHWA. Costs incurred by CONSULTANT for meetings, subsequent to the initial meeting shall be included in the fee.

C. Documentation

CONSULTANT shall provide to the satisfaction of LOCAL AGENCY, and if applicable, the State and FHWA progress and final reports, plans, specifications and estimates, or similar evidence of attainment of the contract objectives

ARTICLE III

CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit requested jobsite Materials Testing results. The inspections report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

ARTICLE IV

PERFORMANCE PERIOD

- A. This contract shall go into effect on June 29, 2016 contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall run the duration of the Downtown Solano Street Streetscape Project construction and maintenance period unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V

ALLOWABLE COSTS AND PAYMENTS

- A. CONSULTANT will be reimbursed for work as specified in CONSULTANT'S Cost Proposal (Attachment "A"). These rates are not adjustable for the performance period set forth in this Contract.
- B. Reimbursement for transportation and subsistence costs will be included in the rate agreed upon and will not be paid separately.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoice. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Dawn Grine
Director of Public Works, City of Corning, CA
794 Third Street
Corning, California 96021

ARTICLE VI

TERMINATION

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is the dollar amount representing the monies currently due to CONSULTANT for services performed and accepted under the Contract.

ARTICLE VII

FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.

- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII

CHANGE IN TERMS

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY'S Contract Administrator.
- C. There shall be no change in CONSULTANT'S Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY'S Contract Administrator.

ARTICLE IX

DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

Where legally required, Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY'S consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

ARTICLE X

COST PRINCIPLE

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE XI

CONTINGENT FEE

CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE XII

RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

If CONSULTANT is served with a subpoena for production of records generated or arising from the terms of the Agreement or work performed under this Agreement, CONSULTANT shall immediately provide a copy of the subpoena to the LOCAL AGENCY and thereafter assist in any appropriate action to properly respond to the Subpoena; however, nothing in this AGREEMENT shall obligate LOCAL AGENCY to file any formal or informal response to a subpoena served upon CONSULTANT unless it so determines.

ARTICLE XIII

DISPUTES

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

ARTICLE XIV

AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer and/or the City Manager.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer and/or City Manager of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. In any contract where CONSULTANT is to receive as compensation the sum \$150,000 or greater, CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE XV

SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

ARTICLE XVI

INSPECTION OF WORK

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

ARTICLE XVII

SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions

issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. If applicable, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five feet or deeper.

ARTICLE XVIII

INSURANCE

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence. Any of insurance herein is the responsibility of CONSULTANT.

Prior to CONSULTANT engaging in a scope of work that potentially and reasonably carry liability exposure at a sum over ten percent of the maximum limits of insurance obtained by CONSULTANT under the terms of this Agreement, CONSULTANT shall first advise LOCAL AGENCY of the potential for underinsurance prior to agreeing to the commencement of such work.

- B. The Certificate of Insurance will provide:
 - 1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY with an endorsement on the policy of insurance stating such.
 - 2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
 - 3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.
- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

ARTICLE XIX

OWNERSHIP OF DATA

- A. Upon completion of all work under this contract or termination, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX

CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY'S construction contractor relating to work performed by CONSULTANT'S personnel, and additional information or assistance from CONSULTANT'S personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

ARTICLE XXI

CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY'S operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information,

or disseminate the same on any other occasion unless directed by The LOCAL AGENCY or otherwise necessary for the performance of CONSULTANT'S work set forth in this Contract.

- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY'S actions on the same, except to LOCAL AGENCY'S staff, CONSULTANT'S own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

ARTICLE XXII

NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT'S failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

ARTICLE XXIII

STATEMENT OF COMPLIANCE

- A. CONSULTANT'S signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

ARTICLE XXIV

DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT'S signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXV

STATE PREVAILING WAGE RATES

- A. Where applicable, CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

ARTICLE XXVI

CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXVII

REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

ARTICLE XXVIII

PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL FUNDS FOR LOBBYING

- A. Where federal funding will exceed \$150,000 for the work performed by CONSULTANT, CONSULTANT certifies to the best of his or her knowledge and belief that:
1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

ARTICLE XXIX

NOTIFICATION

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Brad Forsythe
Applied Testing Consultants
3060 Thorntree Drive
Suite 10
Chico, CA 95973

LOCAL AGENCY:

City of Corning, California
Dawn Grine, Director of Public Works
794 Third Street
Corning, California 96021

ARTICLE XXX

CONTRACT

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

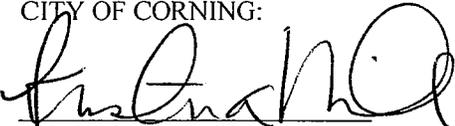
ARTICLE XXXI

SIGNATURES

Approved as to form:

City Attorney
City of Corning

CITY OF CORNING:

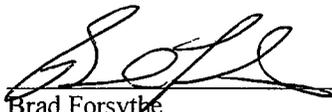


Kristina Miller
City Manager

06/30/16

Date

CONSULTANT:



Brad Forsythe
Applied Testing Consultants

6/30/16

Date

Attachment A

CITY OF CORNING
DEPARTMENT OF PUBLIC WORKS
CORNING, CALIFORNIA

RECEIVED

JUN 24 2016

MATERIALS TESTING PROPOSAL FORM

CITY OF CORNING

The undersigned Applied Testing Consultants
Name of Company

Request for Proposal to provide Materials Testing Services for the Solano Streetscape Rehabilitation and Enhancement Project.

Soils
Lab

1. Travel trip to Corning to perform tests: (Laboratory)

Price per each trip: \$ 200 (See Attached Proposal)

Compaction
Testing
(Field)

2. Determine optimum density and moisture content and provide compaction tests on the existing subgrade: # A13

Price per test: \$ 360 (See Attached Proposal)

Concrete
Testing
Pertrip

3. Determine optimum density and moisture content and provide compaction tests on the Class 2 Aggregate Base Rock.

Price per test: \$ 480 (See Attached Proposal)

4. Obtain concrete cylinder sample and determine estimated 7/28-day strength of concrete.

Price per cylinder: \$ 100 (See Attached Proposal)
(Set of 4)

The price quoted herein is firm, and is not subject to change.

The City of Corning reserves the right to reject any and all Requests for Proposals that may be submitted or to waive any irregularity, and in the event of identical Requests for Proposals, to be the sole judge of the Company to receive the contract.

Request for Proposals will be accepted at 794 Third Street, Corning, CA 96021 until 5 pm, June 28, 2016.

[Signature]
Signature of Company Representative

Applied Testing Consultants
Company Name

BRAD FORSTNER
Printed Name

3060 Thornstree Dr. St. 10

6/24/16
Date

CHICO, CA 95973
Address

DIR #: 1000016555

(530) 891-6625
Phone

Attachment A



APPLIED TESTING CONSULTANTS

MATERIALS TESTING, ENGINEERING AND INSPECTION

City of Corning
 Department of Public Works
 794 Third Street
 Corning, Ca 96021

DATE: 6/24/2016

Attn: Dawn Grine - Director of Public Works

PROPOSAL FOR: Solano Street Streetscape Project

Gentlemen:

The following proposal is provided for special inspection services and materials testing during construction of the above-mentioned project. We are submitting to you estimated Prevailing Wage prices (Per Trip) for the services described below. These prices are derived from information obtained from Ed Anderson City engineer. Actual time on the job will be billed accordingly.

Earthwork

Provide compaction testing and observation per Cal Trans 216 Specifications. Perform laboratory moisture/density compaction curves per Cal trans 216 Specifications.

	Qty	Rate	Total
Cal Trans Test 216 (Laboratory Curve) per Ea.	1	\$ 200.00	\$ 200.00
Nuclear Density Testing - Subgrade per trip	3	\$ 120.00	\$ 360.00
Nuclear Density Testing - Ag Baserock per trip	3	\$ 120.00	\$ 360.00
Mileage	0	\$ 1.00	\$ -

Concrete

Provide continuous inspection during concrete placement, to include: slump tests; monitoring placement operations and consolidation; preparing compression test samples; pick up of samples in the field; and testing concrete compression samples in the laboratory. **Sampling only:** Provide concrete sampling only during concrete placement, to include: temperature & slump tests; preparing compression test samples; pick up of samples in the field; and testing concrete compression samples in the laboratory.

	Qty	Rate	Total
Special Inspection - Concrete & Sample per trip	4	\$ 120.00	\$ 480.00
Compression Testing - Concrete Cylinders per set	4	\$ 25.00	\$ 100.00
Sample Pick-Up and Delivery per trip	2	\$ 120.00	\$ 240.00
Mileage	0	\$ 1.00	\$ -

The estimated costs shown above include all reporting and supervision.
 Please call if you have questions regarding services described above.

Brad Forsythe
 President
 Applied Testing Consultants

2 of 2

**ITEM NO.: K-13
ACCEPT PROGRESS PAYMENT
ESTIMATE NO. 3 TO TRENT
CONSTRUCTION FOR THE
STREETSCAPE PROJECT IN THE
AMOUNT OF \$439,213.77 AND
ACCEPT CONTRACT CHANGE
ORDER NO. 3 INCREASING THE
CONTRACT AMOUNT TO
\$1,435,766.57**

JULY 26, 2016

**TO: HONORABLE MAYOR AND COUNCILMEMBERS
OF THE CITY OF CORNING**

**FROM: KRISTINA MILLER, CITY MANAGER
DAWN GRINE, DIRECTOR OF PUBLIC WORKS
ED ANDERSON, CITY ENGINEER**

SUMMARY:

Contractor Kendel Trent Construction submitted a pay request for work completed in the amount of \$439,213.77. Project Inspector Steve Lindeman and City Engineer Ed Anderson have accepted the work as complete. The Public Works Department has prepared the Progress Payment Estimate and Trent Construction will be due \$417,253.09. The City of Corning will "hold back" 5% of requested payment as project retention. Retention funds will not be released to the Contractor until 35-days after the City has recorded a Notice of Completion to the Tehama County Recorder's Office. The construction Progress Payment Estimate No. 3 and the work completed summary are attached for Council review.

On June 16th the City received confirmation from Caltrans, District 2 that more bid items are eligible for the Congestion Mitigation Air Quality (CMAQ) funding than originally determined. Contract Change Order No 3 is attached for Council Review. CCO #3 reinstates a portion of Solano Street between 6th and West Streets. Overall this change order will increase the contract amount by \$229,794.17.

Contract Change Order No. 3 is considered a substantial action and required Caltrans approval before implementation. Caltrans, District 2 approved CCO #3 on June 29th and it is now presented to Council for acceptance. Caltrans, District 2 has informed me that any change order request that exceeds \$25,000 will be considered substantial and will require their approval.

BACKGROUND:

Contractor Kendel Trent Construction was awarded this project at the November 24, 2015 City Council Meeting. Construction began on April 18, 2016 and is estimated to continue through September. The Streetscape Project is funded from the State Transportation Improvement Program (STIP) and was authorized for construction at the California Transportation Commission meeting in May 2015.

Throughout the duration of the Streetscape Project the Contractor will submit monthly invoices. The work completed will be inspected and the necessary forms processed for payment to the Contractor. Caltrans, District 2, Local Assistance requires that the Contractor be paid for his services before they will process reimbursement funds to the City of Corning. Their estimated

reimbursement turnaround time could take up to 3 weeks. All Contract Change Orders will follow the same administrative process.

The Public Works Director and City Engineer propose to take immediate action upon receiving pay request invoices and contract change orders from the Contractor so that construction progress and reimbursement payments are not delayed.

RECOMMENDATION:

That the Mayor and Council:

- 1. Accept Progress Payment Estimate No. 3 to Trent Construction for the Streetscape Project in the amount of \$439,213.77 and,**
- 2. Accept Contract Change Oder No. 3 increasing the contract amount to \$1,435,766.57**

PROGRESS PAYMENT ESTIMATE:**Caltrans Invoice No.7**Downtown Area Rehabilitation & Enhancement Project
RPSTPLE-5161 (013)

Construction Progress Payment Estimate No. 3

OWNER:

City of Corning

CONTRACTOR:

Trent Construction, Gerber, CA

PERIOD OF ESTIMATE:

From: 6/1/16 through 6/30/16

CONTRACT CHANGE ORDER SUMMARY**ESTIMATE**

No.	Approval Date	Amount			
		Additions	Deductions		
1	CT - 5/27/16		(\$97,100.12)	1. Original Contract	\$1,295,208.57
2	6/14/16	\$7,863.95		2. Change Orders	\$ 140,558.00
3	6/22/16	\$229,794.17		3. Revised Contract (1+2)	\$1,435,766.57
				4. Work Completed	\$644,401.08
				5. Stored Materials	\$ 7,920.00
				6. Subtotal (4+5)	\$652,321.08
				7. Retainage5%	\$32,616.05
				8. Previous Payments	\$202,451.94
				9. Amount Due (6-7-8)	\$ 417,253.09
TOTALS		\$237,658.12	(\$97,100.12)		
NET CHANGE		\$140,558.00			

CONTRACT TIMEOriginal (days) 270

Revised:

Remaining: 170On Schedule x Yes
NoStarting Date: 4/18/16Projected Completion: 1/12/17**CONTRACTOR'S CERTIFICATION:**

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Contractor: _____

By: Trent Construction

Date: _____

City Engineer: J. E. (Ed) Anderson

By: Ed Anderson

Date: _____

APPROVED BY OWNER:

Owner _____

By: Kristina Miller, City Manager

Date: _____

A		B		C	D	E	F	G	H	I	J	K	L
Construction Progress Payment Estimate #3													
Construction Progress Payment Estimate #7													
Owner: City of Corning Period Covered: 6/1/16 through 6/30/16													
Contractor: Trent Construction, Gerber, CA													
Item													
Bid Item No.	Description	Bid Qty	Unit Price	Bid Value	Qty This Prd	Prev Qty	Stored Materials	Value This Prd	Total Completed and Stored to Date	% Compl	Balance to Finish		
10	D1	Mobilization/Demobilization, complete	1	\$3,600.00	\$3,600.00			\$0.00	\$3,600.00	100.0%	\$0.00		
11	D2	Sawcut pavement/concrete	2686	\$4.76	\$12,785.36	0.34		\$4,347.02	\$12,785.36	100.0%	\$0.00		
12	D3	Remove/dispose Misc. concrete	578	\$16.27	\$9,404.06	1.00		\$9,404.06	\$9,404.06	100.0%	\$0.00		
13	D4	Remove/replace existing sign	10	\$300.00	\$3,000.00	0.80		\$2,400.00	\$3,000.00	100.0%	\$0.00		
14	D5	Adjust existing Elect. & Tfc. Sig boxes	20	\$300.00	\$6,000.00	0.80		\$4,800.00	\$6,000.00	100.0%	\$0.00		
15	D6	Remove/dispose existing curb/gutter	603	\$35.87	\$21,629.61	0.50		\$10,814.81	\$21,629.61	100.0%	\$0.00		
16	D7	Remove/dispose existing 4" sidewalk & 6" driveway	17220	\$4.83	\$83,172.60	0.50		\$41,586.30	\$83,172.60	100.0%	\$0.00		
17	D8	Remove/dispose existing trees	44	\$139.09	\$6,119.96	0.25		\$1,529.99	\$6,119.96	100.0%	\$0.00		
18	D9	Remove/replace existing urn/pot	1	\$600.00	\$600.00			\$0.00	\$0.00	0.0%	\$600.00		
19	D10	Grind/dispose existing asphalt concrete 2" depth	72830	\$0.30	\$21,849.00	1.00		\$21,849.00	\$21,849.00	100.0%	\$0.00		
20	D11	Adjust existing vent grate	4	\$300.00	\$1,200.00	1.00		\$1,200.00	\$1,200.00	100.0%	\$0.00		
21	D12	Remove/replace existing bike rack	1	\$600.00	\$600.00			\$0.00	\$0.00	0.0%	\$600.00		
22	D13	Salvage/store "personalized" red bricks	1	\$3,000.00	\$3,000.00	0.50		\$1,500.00	\$3,000.00	100.0%	\$0.00		
23	D14	Remove/dispose reflector markers & Buttons	1	\$4,380.00	\$4,380.00	1.00		\$4,380.00	\$4,380.00	100.0%	\$0.00		
24	C1	Install driveway curb/gutter	24	\$29.18	\$700.32	0.40		\$280.13	\$700.32	100.0%	\$0.00		
25	C2	Install vertical curb/gutter	1376	\$29.18	\$40,151.68	0.58		\$23,287.97	\$39,348.65	98.0%	\$803.03		
26	C5	Install 4" sidewalk	10823	\$6.00	\$64,938.00	0.50		\$32,469.00	\$64,938.00	100.0%	\$0.00		
27	C6	Install 2" overlay	72830	\$1.32	\$96,135.60			\$0.00	\$0.00	0.0%	\$96,135.60		
28	C7	Install thermoplastic lane striping	5250	\$1.02	\$5,355.00			\$0.00	\$0.00	0.0%	\$5,355.00		
29	C8	Thermoplastic left turn arrow	9	\$150.00	\$1,350.00			\$0.00	\$0.00	0.0%	\$1,350.00		
30	C9	Thermoplastic STOP & Bar Markings	5	\$384.00	\$1,920.00			\$0.00	\$0.00	0.0%	\$1,920.00		
31	C10	Type 'D' reflectors	224	\$7.20	\$1,612.80			\$0.00	\$0.00	0.0%	\$1,612.80		
32	C11	Parking stall corners	77	\$16.80	\$1,293.60			\$0.00	\$0.00	0.0%	\$1,293.60		
33	C12	Bike Lane Symbol	12	\$144.00	\$1,728.00			\$0.00	\$0.00	0.0%	\$1,728.00		
34	C13	C.I. tree grate	20	\$1,920.00	\$38,400.00	0.50		\$19,200.00	\$38,400.00	100.0%	\$0.00		
35	C14	Trash Receptacle	12	\$2,607.50	\$31,287.60			\$0.00	\$0.00	0.0%	\$31,287.60		
36	C15	Clean/Paint existing street lights	11	\$1,008.00	\$11,088.00			\$0.00	\$0.00	0.0%	\$11,088.00		
37	C16	Erosion & Sediment Control	1	\$6,000.00	\$6,000.00	0.60		\$3,600.00	\$4,800.00	80.0%	\$1,200.00		
38	C17	2% extra pavers (177 s.f.)	1	\$600.00	\$600.00			\$0.00	\$0.00	0.0%	\$600.00		
39	C18	2% detectable pavers (34 s.f.)	1	\$600.00	\$600.00			\$0.00	\$0.00	0.0%	\$600.00		
40	C19	Retrofit 6th St. Signal for camera	1	\$600.00	\$600.00			\$0.00	\$0.00	0.0%	\$600.00		
41	C20	Traffic Control	1	\$48,360.00	\$48,360.00			\$0.00	\$0.00	0.0%	\$48,360.00		
42	C21	Construction Staking	1	\$36,900.00	\$36,900.00	0.6		\$20,295.00	\$29,520.00	80.0%	\$7,380.00		
43	L1	Irrigation Controller/Martini Plaza	1	\$7,800.00	\$7,800.00	0.5		\$3,900.00	\$7,800.00	100.0%	\$0.00		
44	L2	1" Flow Sensor, 1 1/2" Master Valve, Backflow	1	\$8,994.00	\$8,994.00			\$0.00	\$0.00	0.0%	\$8,994.00		
45	L3	PVC sleeve - House water lines under driveways/streets	920	\$31.97	\$29,412.40	1.0		\$29,412.40	\$29,412.40	100.0%	\$0.00		
46	L4	1-1/2" PVC Sch. 40 Irrigation line	2320	\$7.27 _{of 3}	\$16,866.40	0.19		\$3,250.16	\$13,538.66	80.3%	\$3,327.74		

Downtown Area Rehabilitation and Enhancement Project

A	B	C	D	E	F	G	H	I	J	K	L
47	L5	Tree Bubblers	53	\$69.08	\$3,661.24	0.23	0.00	\$828.90	\$828.90	22.6%	\$2,832.34
48	L6	Quick Coupler Valves	15	\$318.00	\$4,770.00	0.87	0.00	\$4,134.16	\$4,134.16	86.7%	\$635.84
49	L7	Gate Valves	12	\$335.41	\$4,024.92	0.58	0.00	\$2,347.74	\$2,347.74	58.3%	\$1,677.18
50	L8	Red Maple Trees	20	\$390.78	\$7,815.60	0.00	0.00	\$0.00	\$0.00	0.0%	\$7,815.60
51	L9	Palm Trees	6	\$1,569.60	\$9,417.60	1.00	0.00	\$9,417.60	\$9,417.60	100.0%	\$0.00
52	L10	Perennials (228) & shrubs (40)	1	\$18,620.64	\$18,620.64	0	0	\$0.00	\$0.00	0.0%	\$18,620.64
53	L11	Top soil (48cy) & Bark (10cy)	1	\$5,916.00	\$5,916.00	0	0	\$0.00	\$0.00	0.0%	\$5,916.00
54	L12	90-day Maint. Irrigation & landscape	1	\$7,200.00	\$7,200.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$7,200.00
55	Deduct LS	Deduct C19 if arms extended	1	-\$100.00				\$0.00	\$0.00	0.0%	\$0.00
56	D1A	Mobilization/Demobilization	1	\$6,000.00	\$6,000.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$6,000.00
57	D2A	Sawcut Pavement/concrete	2234	\$4.76	\$10,633.84	0.00	0.00	\$0.00	\$0.00	0.0%	\$10,633.84
58	D3A	Remove/dispose concrete	1320	\$16.27	\$21,476.40	0.00	0.00	\$0.00	\$0.00	0.0%	\$21,476.40
59	D4A	Remove/replace sign	4	\$900.00	\$1,200.00	1.00	0.00	\$0.00	\$0.00	0.0%	\$1,200.00
60	D5A	Adjust Elect. & Tfc. Sig. boxes	10	\$300.00	\$3,000.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$3,000.00
61	D6A	Remove/dispose curb/gutter	440	\$35.87	\$15,782.80	0.00	0.00	\$0.00	\$0.00	0.0%	\$15,782.80
62	D7A	Sawcut gutter pan only	138	\$35.87	\$4,950.06	0.00	0.00	\$0.00	\$0.00	0.0%	\$4,950.06
63	D8A	Remove existing sidewalk	7719	\$4.83	\$37,282.77	0.00	0.00	\$0.00	\$0.00	0.0%	\$37,282.77
64	D9A	Remove existing Trees	19	\$139.09	\$2,642.71	0.00	0.00	\$0.00	\$0.00	0.0%	\$2,642.71
65	C1A	Driveway depressed curb/gutter	215	\$28.80	\$6,192.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$6,192.00
66	C2A	Vertical curb/gutter	594	\$28.80	\$17,107.20	0.00	0.00	\$0.00	\$0.00	0.0%	\$17,107.20
67	C5A	4" concrete sidewalk	4395	\$6.00	\$26,370.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$26,370.00
68	C6A	gutter pan & conform	138	\$23.47	\$3,238.86	0.00	0.00	\$0.00	\$0.00	0.0%	\$3,238.86
69	C7A	Clean/Paint existing street lights	6	\$1,200.00	\$7,200.00	0	0	\$0.00	\$0.00	0.0%	\$7,200.00
70	C8A	Install tree grate	9	\$1,920.00	\$17,280.00	0.00	0.00	\$4,320.00	\$4,320.00	25.0%	\$12,960.00
71	C9A	Install bench/Martini Plaza	3	\$2,400.00	\$7,200.00	0	0	\$3,600.00	\$3,600.00	50.0%	\$3,600.00
72	C10A	Install street light/Martini Plaza	2	\$10,200.00	\$20,400.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$20,400.00
73	C11A	2% extra pavers (58sf)	1	\$240.00	\$240.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$240.00
74	C12A	2% detectable pavers (12sf)	1	\$240.00	\$240.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$240.00
75	C13A	Traffic Control	1	\$12,300.00	\$12,300.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$12,300.00
76	C14A	Construction Staking	1	\$1,800.00	\$1,800.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$1,800.00
77	LA-1	PVC sleeve - House water lines under driveways/streets	345	\$31.97	\$11,029.65	0	0	\$0.00	\$0.00	0.0%	\$11,029.65
78	LA-2	1-1/2" PVC Sch. 40 Irrigation line	1270	\$7.27	\$9,232.90	0	0	\$0.00	\$0.00	0.0%	\$9,232.90
79	LA-3	Tree Bubblers	9	\$85.69	\$771.21	0.00	0.00	\$0.00	\$0.00	0.0%	\$771.21
80	LA-4	Quick Coupler Valves	5	\$318.00	\$1,590.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$1,590.00
81	LA-5	Gate Valves	4	\$335.41	\$1,341.64	0.00	0.00	\$0.00	\$0.00	0.0%	\$1,341.64
82	LA-6	Red Maple Trees	9	\$390.78	\$3,517.02	0	0	\$0.00	\$0.00	0.0%	\$3,517.02
83	LA-7	Perennials (77) & shrubs (4)	1	\$5,626.80	\$5,626.80	0.00	0.00	\$0.00	\$0.00	0.0%	\$5,626.80
84	LA-8	Top soil (12cy) & Bark (3cy)	1	\$1,530.00	\$1,530.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$1,530.00
85	LA-9	90-day Maint. Irrigation & landscape	1	\$6,000.00	\$6,000.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$6,000.00
86	A2-1	Remove/prepare new Thermoplastic	1	\$4,440.00	\$4,440.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$4,440.00
87	A2-2	Install thermoplastic striping	2940	\$1.02	\$2,998.80	0	0	\$0.00	\$0.00	0.0%	\$2,998.80
88	A2-3	Paint Bike lane symbol	6	\$38.40	\$230.40	0.00	0.00	\$0.00	\$0.00	0.0%	\$230.40
89	A2-4	Thermoplastic left turn arrow	4	\$150.00	\$600.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$600.00
90	A2-5	Install reflectors	62	\$7.20	\$446.40	0.00	0.00	\$0.00	\$0.00	0.0%	\$446.40
91	A2-6	Paint Parking stall corners	44	\$16.80	\$739.20	0.00	0.00	\$0.00	\$0.00	0.0%	\$739.20
92	A2-7	Traffic Control	1	\$4,200.00	\$4,200.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$4,200.00
93	A3-1	Install/activate existing streetlight/City Hall	1	\$6,000.00	\$6,000.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$6,000.00
94	A4-1	1" EMT	2165	\$13.20 of 3	\$28,578.00	0.00	0.00	\$0.00	\$0.00	0.0%	\$28,578.00

CONTRACT CHANGE ORDER

Order No. 3

Date: June 22, 2016

Contract for: Downtown Area Rehabilitation and Enhancement Project
Federal Aid Project No: RPSTPLE-5161 (013)
Expenditure Authorization: 02-456084 (State); 02-918297 (Federal)

Owner: City of Corning, 794 Third Street, Corning, CA 96021

To: Trent Construction, 8270 Truckee Avenue, Gerber, CA 96035

You are hereby requested to comply with the following changes from the contract plans and specifications.

Description of Changes	DECREASE In Contract Price	INCREASE In Contract Price
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Contract Change Order Request:

CCO 3-1:		
• Reinstatement a portion of Additive Bid #1 Demo 6 th - West St		\$ 66,985.83
CCO 3-2:		
• Reinstatement a portion of Additive Bid #1 Construction 6 th -West St		\$154,792.34
CCO 3-3:		
• Reinstatement a portion of Additive Bid #5 Conduit/Wire/Receptacles		\$ 8,016.00
	<u>Total:</u>	<u>\$229,794.17</u>

Net Change: **\$229,794.17**

JUSTIFICATIONS:

Contract Change Order No. 1 eliminated Additive and Alternate Bid Items that had been originally awarded (which provided for construction on Solano Street between 6th Street and West Street) because of the likelihood that there may not be sufficient funds available, as a result of unforeseen intersection rehabilitation requirements to meet ADA compliance, within the project scope. The City has recently received confirmation on June 16, 2016 from Caltrans (Local Assistance) that more bid items are eligible for Congestion Mitigation Air Quality (CMAQ) funding than originally determined.

CCO #3 reinstates a portion of proposed Solano Street reconstruction between 6th and West Streets. The limits of the work have been revised as a result of a recent paving project wherein the street was paved between West Street and 6th Street. The west half of the block on the north side is relative new sidewalk in front of the Les Schwab business and is in good condition. The south side construction is proposed to terminate at the east side of the 7-11 business. The stamped concrete will not be installed within this area, but regular existing concrete will be removed and replaced. New Trees and the irrigation system will be installed as originally planned.

The quantities have been reduced from the original bid to reflect the reduced scope of work. The contract bid unit prices, and/or lump prices, have been applied to the revised quantities, attached.

The original contract total \$1,295,208.57 including this and previous change orders will be increased by \$140,558.00 for a new total of: \$1,435,766.57.

The contract completion date will remain at: 270 days

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested: _____
City of Corning

Date: _____

Recommended: J. E. (Ed) Anderson
J.E. (Ed) Anderson, City Engineer

Date: June 22, 2016

Accepted: 
Trent Construction

Date: 7-7-16

ADDITIVE BID NO. 1: (W side of 6th St. to the W. side of West St.— Revised per CCO #3..

DEMOLITION AND RE-INSTALLATION OF EXISTING AMENITIES:

D1A.	Lump Sum	Mobilization/Demobilization	_____ /LS	\$ 6,000.00
D2A	1,194 l.f.	Sawcut existing pavement, and/or concrete.	\$4.76 /l.f.	\$ 5,683.44
D3A	N/A	Remove and dispose of misc. concrete (est. 6" thick), on West Street at each side of Solano St.	_____ /s.f.	\$ N/A
D4A	N/A	Remove/Replace existing sign.	_____ /Ea.	\$ N/A
D5A	3 Ea.	Adjust existing Elect. & Tfc. Sig boxes.	\$ 300 /Ea.	\$ 900.00
D6A	597 l.f.	Remove and dispose of existing curb/gutter.	\$ 35.87 /l.f.	\$ 21,414.39
D7A	138 l.f.	Sawcut, remove and dispose of gutter pan only, complete.	\$ 35.87 /l.f.	\$ 4,950.06
D8A	5,373 s.f.	Remove and dispose of existing sidewalk.	\$ 4.83/s.f.	\$ 25,951.59
D9A	15 Ea.	Remove and dispose of existing trees	\$ 139.09/Ea.	\$ 2,086.35
Total Demolition, Additive Bid No. 1:				\$ 66,985.83

ADDITIVE BID NO. 1, Continued---CONSTRUCTION:

<u>ITEM</u>	<u>APPROX. QUANTITY</u>	<u>DESCRIPTION OF WORK</u>	<u>BID UNIT PRICE</u>	<u>BID AMOUNT</u>
C1A.	215 l.f.	Install driveway depressed curb/gutter, complete in place.	\$28.80/l.f.	\$ 6,192.00
C2A.	597 l.f.	Install vertical curb/gutter, complete in place.	\$ 28.80/l.f.	\$ 17,193.60
C3A.	N/A	Furnish and install 6" x 6" concrete pavers in sidewalk areas, complete in place.	_____ /s.f.	\$ N/A
C4A.	N/A	Furnish and install detectable concrete pavers, at curb return bulb outs, complete in place.	_____ /s.f.	\$ N/A

ADDITIVE BID NO. 1---CONSTRUCTION (CONTINUED):

<u>ITEM</u>	<u>APPROX. QUANTITY</u>	<u>DESCRIPTION OF WORK</u>	<u>BID UNIT PRICE</u>	<u>BID AMOUNT</u>
C5A.	5,373 s.f.	Install 4-inch thick concrete sidewalk complete in place.	\$6.00 /s.f.	\$ 32,238.00
C6A.	138 l.f.	Install concrete gutter pan, and conform, complete in place	\$ 23.47/l.f.	\$ 3,238.86
C7A.	3 Ea.	Clean and paint existing street light base, pole and arm, complete.	\$ 1,200/Ea.	\$ 3,600.00
C8A.	8 Ea.	Furnish and Install C. I. tree grate, complete in place.	\$ 1,920/Ea.	\$ 15,360.00
C9A.	3 Ea.	Furnish and install bench at Martini Plaza, complete in place.	\$ 2,400/Ea.	\$ 7,200.00
C10A.	2 Ea.	Furnish and Install Street light at Martini Plaza, complete in place	\$ 10,200/Ea.	\$ 20,400.00
C11A.	N/A	Furnish 2% extra concrete pavers (58 s.f.)	_____/L.S.	\$ N/A
C12A.	N/A	Furnish 2% extra detectable concrete pavers (12 s.f.)	_____/L.S.	\$ N/A
C13A.	Lump Sum	Provide vehicle and pedestrian traffic control throughout the duration of the project, complete	_____/L.S.	\$ 12,300.00
C14A.	Lump Sum	Provide construction staking and ADA grade(s) verification services as required, complete.	_____/L.S.	\$ 1,800.00
LA-1.	345 l.f.	Furnish and install PVC Sch. 40 sleeve to house 1-1/2 inch water line under driveways and streets, complete in place.	\$ 31.97/l.f.	\$ 11,029.65
LA-2.	597 l.f.	Furnish and install 1-1/2 inch PVC Sch. 40 irrigation water line, complete in place	\$ 7.27/l.f.	\$ 4,340.19
LA-3	8 Ea.	Furnish and install tree bubblers, complete in place.	\$ 85.67/Ea.	\$ 685.36

ADDITIVE BID NO. 1--CONSTRUCTION (CONTINUED):

<u>ITEM</u>	<u>APPROX. QUANTITY</u>	<u>DESCRIPTION OF WORK</u>	<u>BID UNIT PRICE</u>	<u>BID AMOUNT</u>
LA-4	5 Ea.	Furnish and install quick coupler valves, complete in place.	\$ 318.00/Ea.	\$ 1,590.00
LA-5	4 Ea.	Furnish and install gate valves, complete in place.	\$335.41/Ea.	\$ 1,341.64
LA-6	8 Ea.	Furnish and install Red Maple trees, complete in place.	\$ 390.78/Ea.	\$ 3,126.24
LA-7	Lump Sum	Furnish and install Perennials and shrubs (est. at 77-each and 4-each respectively, complete in place.	_____/LS	\$ 5,626.80
LA-8	Lump Sum	Furnish and install top soil and bark for planters (est. at 12 cy and 3 cy respectively, complete in place.	_____/LS	\$ 1,530.00
LA-9	Lump Sum	Provide 90-day maintenance of all irrigation and landscape installations as per Section L-5, complete.	_____/LS	\$ 6,000.00

Total Construction Additive Bid No. 1: \$ 154,792.34

ADDITIVE BID NO. 5: CONDUIT, CONDUCTOR WIRE AND RECEPTACLES (Under Additive Bid #1 Items—West Street to 6th Street)

A5-1.	600 l.f.	Furnish and install 1-inch EMT (electrical metallic tubing), including bends, fittings and copper conductor wire , and connect to receptacle at each tree well, complete in place	\$10.80/l.f.	\$ 6,480.00
A5-2.	8 Ea.	Furnish and install outdoor, duplex receptacle at each tree well, complete in place.	\$ 192.00/Ea.	\$ 1,536.00

Total Construction Additive Bid No.5: \$ 8,016.00

ITEM NO.: K-14
CITY COUNCIL ADOPT RESOLUTION
7-26-2016-02 DECLARING A STAGE
ONE (1) DROUGHT CONDITION IN
THE CITY OF CORNING

July 26, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: KRISTINA MILLER, CITY MANAGER
DAWN GRINE, DIRECTOR OF PUBLIC WORKS



SUMMARY:

Adoption of Resolution 7-26-2016-02 would rescind the present Stage II – Mandatory reduction of outdoor irrigation of ornamental landscapes or turf with potable water and declare the City of Corning in a Stage I – Volunteer Conservation program – Fifteen percent reduction in normal usage status effective immediately.

13.14.020 - Stage I—Volunteer conservation program—Fifteen percent reduction in normal usage. The following represent the elements of Stage I of the proposed water conservation program:

- A. Notification to customers by direct mailing, newsletters, press releases, public meetings, educational materials (handouts) and/or meetings in the local schools explaining that a drought condition exists and that the city must reduce its water consumption. Local grade schools may be encouraged to hold water conservation poster contests. The posters could be displayed by local merchants in their windows for a period of time;
- B. Provide educational literature for conservation practices regarding waste, over watering, leaks, etc. Provide information and assistance to customers on reading their water meters and monitoring water usage;
- C. Encourage the use of native plants or other water conserving vegetation;
- D. Encourage the use of efficient landscaping systems (drip, timed sprinkler, etc.). Encourage evening and early morning watering to reduce evaporation;
- E. Discourage the emptying and refilling of swimming pools, ponds, etc;
- F. Informational/educational warnings for waste, overwatering and leaks;
- G. Encourage water-reducing methods in household use (full loads for dishwasher and clothes washer, low-flow showerhead, patio sweeping, use shut-off valve on hose for car washing and watering, patio cleaning, etc.).

BACKGROUND:

City Council declared the City of Corning as a Stage II drought condition at the June 9, 2015 City Council Meeting. Stage II of the drought conditions required customers to limit their outdoor irrigation of ornamental landscapes or turf with potable water no more than two days per week and not to irrigate between the hours of 8:00 p.m. and 8:00 a.m.. City Code 13.14.030 Stage II can be read in its entirety in the City Municipal Code located on the City's website: www.corning.org.

RECOMMENDATION:

Mayor and Council Adopt Resolution 07-26-2016-02, a Resolution of the City of Corning Declaring a Stage One Drought Condition in the City of Corning

RESOLUTION NO.: 07-26-2016-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY COUNCIL
OF THE CITY OF CORNING
DECLARING THE CITY OF CORNING A STAGE I DROUGHT CONDITION**

WHEREAS, on May 9, 2016 the Governor issued an Executive Order that directed the State Water Resources Control Board to adjust and extend its emergency water conservation regulations through the end of January 2017; and

WHEREAS, on May 31, 2016 the State Water Resources Control Board adopted revised emergency regulations mandating a reduction in potable urban water usage; and

WHEREAS, on June 9, 2015 the City Council adopted Ordinance No. 660 amending, in part, Chapter 13.14 of the Corning Municipal Code establishing water use regulations to be effective during a Stage Two Drought Condition

WHEREAS, on June 9, 2015 the City Council declared the City of Corning a Stage Two Drought Condition

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Corning as follows:

1. Effective immediately, the City Council's prior declaration of a Stage II - Mandatory reduction of outdoor irrigation of ornamental landscapes or turf with potable water is rescinded.
2. Effective immediately, the City Council declares a Stage I – Volunteer Conservation Program- Fifteen Percent Reduction in Normal Usage.

This Resolution was introduced and adopted by the City Council of the City of Corning on the **26TH** day of **July, 2016** by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution 07-26-2016-02 was duly adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 26th day of July, 2016 by the votes listed above.

Lisa M. Linnet, City Clerk