



**CITY OF CORNING
CLOSED SESSION AGENDA**

**TUESDAY, JULY 9, 2013
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

Mayor:

Gary Strack

The **Brown Act** requires that the Council provide the opportunity for persons in the audience to briefly address the Council on the subject(s) scheduled for tonight's closed session. Is there anyone wanting to comment on the subject(s) the Council will be discussing in closed session? If so, please come to the podium, identify yourself and give us your comments.

C. PUBLIC COMMENTS:

D. ADJOURN TO CLOSED SESSION: 6:30 p.m.

1. CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO SECTION 54957.6:

Agency Negotiator: William May, Labor Relations Consultant

Miscellaneous Bargaining Unit – Consider Classification Study and Instruct City's Designated Representative.

E. RECONVENE SPECIAL MEETING AND REPORT ON CLOSED SESSION: 7:30 p.m.

F. ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL: 7:30 p.m.

POSTED: FRIDAY, JULY 5, 2013



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A. CALL TO ORDER: 7:30 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 Gary R. 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. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

- 1. Proclamation: Commemorating the 100th Anniversary of the California 4-H Youth Development Program, and presentation by local 4-H members announcing their "Community Involvement Project" grant application submittal for funding to provide exercise equipment for the new Corning Community Park. (Acceptance and presentation by Cindy McClain and local 4-H members.)**

F. BUSINESS FROM THE FLOOR: If there is anyone in the audience wishing to speak on items not already set on the Agenda, please come to the podium, and briefly identify the matter you wish to have placed on the Agenda. The Council will then determine if such matter will be placed on the Agenda for this meeting, scheduled for a subsequent meeting, or recommend other appropriate action. If the matter is placed on tonight's Agenda, you will have the opportunity later in the meeting to return to the podium to discuss the issue. The law prohibits the Council from taking formal action on the issue, however, unless it is placed on the Agenda for a later meeting so that interested members of the public will have a chance to appear and speak on the subject.

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 requests 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. July 3, 2013 Claim Warrant - \$436,277.09.**
- 4. June 2013 Wages and Salaries: \$350,347.11.**

5. July 3, 2013 Business License Report.
6. June 2013 Building Permit Valuation Report - \$162,558.20.
7. June 2013 Treasurer's Report.
8. Award three-year Agreement for Landscape and Maintenance Services to Ken Vaughan & Sons for the amount of \$14,400 annually.
9. Award three-year Janitorial Service Agreement to White Glove Cleaning Service for the amount of \$35,940 annually.
10. Approve Professional Services Agreement for Community Development Block Grant (CDBG) Administration and Program Consultant Services to JoAnn Anders.
11. Approve Amended Professional Services Agreement with DIAZ ASSOCIATES.
12. Approve Progress Pay Estimate No. 1 in the Amount of \$93,149.80 to Thomas Williams Construction for the Corning Safe Routes To School, Cycle 10 Project.
13. Approve Progress Pay Estimate No. 3 in the Amount of \$446,517.15 to Trent Construction for the Corning Community park Project.

H. **ITEMS REMOVED FROM THE CONSENT AGENDA:**

I. **PUBLIC HEARINGS AND MEETINGS:**

J. **REGULAR AGENDA:**

K. **ITEMS PLACED ON THE AGENDA FROM THE FLOOR:**

L. **COMMUNICATIONS, CORRESPONDENCE AND INFORMATION:**

- 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:

Linnet:

Cardenas:

Smith:

Strack:

N. **ADJOURNMENT!:**

Posted: Friday, July 5, 2013

PROCLAMATION
COMMEMORATING THE 100TH ANNIVERSARY
OF THE
CALIFORNIA 4-H YOUTH DEVELOPMENT PROGRAM

WHEREAS, 2013 marks Centennial Year of the California 4-H Youth Development Program and

WHEREAS, more than 73,400 youth are active in 4-H Programs throughout the State of California; and

WHEREAS, youth-adult partnerships and youth-centered educational programs are available through local clubs, afterschool programs and camps; and

WHEREAS, the University of California, Division of Agriculture and Natural Resources, a land-grant university, delivers the 4-H Youth Development Program through the California Cooperative Extension System; and

WHEREAS, 13,400 adult volunteers in California contribute countless hours and effort each year educating our communities' youth; and

WHEREAS, 4-H has programs on healthy living, science, engineering and technology, citizenship and leadership and address issues facing youth wherever they live;

WHEREAS, 4-H members create positive changes in every community in the State of California; and

WHEREAS, 4-H builds skills that instill participants to thrive as competent, confident, caring leaders with character who contribute to their communities and others in a positive way.

NOW, THEREFORE I, Gary R. Strack, as Mayor of the City of Corning, do hereby proclaim 2013 as "The Centennial Year of California 4-H Youth Development Program" in the City of Corning.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 9th day of July 2013.

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING ASSISTANT

DATE: July 3, 2013

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, July 9, 2013 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 06-26-13	\$21,033.14
B.	Payroll Disbursements	Ending 06-25-13	\$44,239.56
C.	Cash Disbursements	Ending 06-28-13	\$13,648.30
D.	Payroll Disbursements	Ending 06-28-13	\$42,171.32
E.	Cash Disbursements	Ending 06-30-13	\$169,833.48
F.	Cash Disbursements	Ending 07-01-13	\$16,846.45
G.	Cash Disbursements	Ending 07-03-13	\$128,504.84
GRAND TOTAL			<u>\$436,277.09</u>

REPORT.: Jun 26 13 Wednesday
 RUN.....: Jun 26 13 Time: 11:06
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-13 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
016696	06/20/13	WAV00	WAVING AT YOU.COM	193.50	.00	193.50	209178	MAT & SUPPLIES-BLD MAINT
016697	06/21/13	NSP00	NSP3	15650.00	.00	15650.00	14183	PROP 84 CONSTRUCT-NEW PAR
016698	06/26/13	ALLO2	ALLSTAR FIRE EQUIPMENT, I	414.18	.00	414.18	166398	EQUIP MAINT-FIRE DISPATCH
016699	06/26/13	APP02	APPLIED TESTING CONSULT	170.00	.00	170.00	110607	PROP 84 CONSTR-PARK DEV
016700	06/26/13	ATT13	AT&T	727.10	.00	727.10	130611	COMMUNICATIONS-DISPATCH
016701	06/26/13	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	1305804	ProfServices Water Dept
016702	06/26/13	BAT01	BATTERIES PLUS	103.57	.00	103.57	311177709	EQUIP MAINT-POLICE
016703	06/26/13	CLE04	CLEMENTI, MARK A., PH.D.	1250.00	.00	1250.00	6-21-13	PROF SVCS-
016704	06/26/13	EMP02	EMPIRE ENSIGNIAS	280.00	.00	280.00	707179	UNIFORMS/CLOTH-POLICE
016705	06/26/13	FED01	FEDERAL EXPRESS	15.46	.00	15.46	231320397	SOLANO STREETScape-STR PR
016706	06/26/13	GRA02	GRAINGER, W.W., INC	324.48	.00	324.48	917044249	MAT & SUPPLIES-STR
016707	06/26/13	MAY01	MAY, WILLIAM L.	1337.28	.00	1337.28	6/21-2120	EE RELATIONS-LGL SVCS
016708	06/26/13	MUN03	MUNNELL & SHERRILL, INC.	17.20	.00	17.20	055688	SAFETY ITEMS-PW ADMIN
016709	06/26/13	PGE2A	PG&E	53.32	.00	53.32	130617	ELECT-BLUE HERON CT
016710	06/26/13	VAL04	VALLEY TRUCK & TRACTOR CO	68.05	.00	68.05	350132	MAT & SUPPLIES-PARKS
016711	06/26/13	WAZ00	WAZNY, JORDIN BROOK	315.00	.00	315.00	130624	LIFEGUARD LABOR-POOL

Cash Account Total.....: 21033.14
 Total Disbursements.....: 21033.14
 Cash Account Total.....: .00

REPORT.: Jun 26 13 Wednesday
 RUN.....: Jun 26 13 Time: 11:06
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment (s)
 Check Listing for 06-13 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
5988	06/25/13	BAN03	POLICE OFFICER ASSOC.	250.00	.00	250.00	B30624	POLICE OFFICER ASSOC
5989	06/25/13	CAL37	CALIFORNIA STATE DISBURSE	481.38	.00	481.38	B30624	WITHHOLDING ORDER
5990	06/25/13	EDD01	EMPLOYMENT DEVELOPMENT	3546.64	.00	3546.64	B30624	STATE INCOME TAX
				1071.41	.00	1071.41	1B30624	SDI
			Check Total.....:	4618.05	.00	4618.05		
5991	06/25/13	ICM01	ICMA RETIREMENT TRUST-457	3762.84	.00	3762.84	B30624	ICMA DEF. COMP
5992	06/25/13	PERS1	PUBLIC EMPLOYEES RETIRE	31002.75	.00	31002.75	B30624	PERS PAYROLL REMITTANCE
5993	06/25/13	PERS4	Cal Pers 457 Def. Comp	511.13	.00	511.13	B30624	PERS DEF. COMP.
5994	06/25/13	PRE03	PREMIER WEST BANK	1942.15	.00	1942.15	B30624	HSA DEDUCTIBLE
5995	06/25/13	VAL06	VALIC	1671.26	.00	1671.26	B30624	AIG VALIC P TAX

Cash Account Total.....: 44239.56
 Total Disbursements.....: 44239.56
 =====

REPORT.: Jun 28 13 Friday
 RUN....: Jun 28 13 Time: 12:52
 Run By.: LORI

CITY OF CORNING

Cash Disbursement Detail Report
 Check Listing for 06-13 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
016712	06/27/13	TEH08	COUNTY OF TEHAMA	2206.25	.00	2206.25	130627	NOTICE OF DETER. FEB-SOLA
016713	06/28/13	BIC01	BICKLEY'S AIR CONDITIONIN	353.00	.00	353.00	00026131	BLD MAINT-TRANS FAC
016714	06/28/13	BIG02	BIG VALLEY SANITATION II	305.00	.00	305.00	858186	MAT & SUPPLIES-PARKS
016715	06/28/13	CAM02	FERGUSON ENTERPRISES INC.	69.75	.00	69.75	0910738	MAT & SUPPLIES-WTR
016716	06/28/13	COM01	COMPUTER LOGISTICS, INC	42.87	.00	42.87	60289	MAT & SUPPLIES-BLD MAINT
016717	06/28/13	COR08	CORNING LUMBER CO INC	166.84	.00	166.84	130625	MAT & SUPPLIES-
016718	06/28/13	DM001	DM-TECH	119.90	.00	119.90	37717	COMMUNICATIONS-GEN CITY
016719	06/28/13	KNI00	KNIFE RIVER CONSTRUCTION	522.86	.00	522.86	139296	MAT & SUPPLIES-SWR
016720	06/28/13	KOE01	KOEFRAN	250.00	.00	250.00	677029	PROF SVCS-ACO
016721	06/28/13	LIN01	LINCOLN EQUIPMENT, INC.	1657.11	.00	1657.11	139296	MAT & SUPPLIES-POOL
016722	06/28/13	NAP01	NAPA AUTO PARTS	384.53	.00	384.53	130623	VEH/OP MAINT-
016723	06/28/13	TEH34	TEHAMA COUNTY PROBATION D	40.00	.00	40.00	13-0627	EQUIP MAINT-PW ADMIN
016724	06/28/13	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	1306052	ProfServices Water Dept
016725	06/28/13	PGE2B	PG&E	7278.40	.00	7278.40	130625	ELECT-WWTP
016726	06/28/13	\C078	CENICEROS, YESENIA RAMIRE	3.41	.00	3.41	000B30601	MQ CUSTOMER REFUND FOR CE
016727	06/28/13	\C079	CHERLAND, SHERRI & JOHN	6.59	.00	6.59	000B30601	MQ CUSTOMER REFUND FOR CH
016728	06/28/13	\H052	HAAKE, SHIGE	47.27	.00	47.27	000B30601	MQ CUSTOMER REFUND FOR HA
016729	06/28/13	\J070	JAMISON PROPERTIES,	50.00	.00	50.00	000B30601	MQ CUSTOMER REFUND FOR JA
016730	06/28/13	\M109	MANSOUR, ANTON & CAROL	30.52	.00	30.52	000B30601	MQ CUSTOMER REFUND FOR MA

Cash Account Total.....: 13648.30
 Total Disbursements.....: 13648.30
 Cash Account Total.....: .00

REPORT.: Jun 28 13 Friday
 RUN.....: Jun 28 13 Time: 12:52
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 06-13 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
5996	06/28/13	AFL01	AMERICAN FAMILY LIFE	3221.50	.00	3221.50	B30630	AFLAC INS.PRE TAX
				239.64	.00	239.64	1B30630	AFLAC INS.AFTER TAX
			Check Total.....:	3461.14	.00	3461.14		
5997	06/28/13	BLU02	BLUE SHIELD OF CALIFORNIA	24534.00	.00	24534.00	B30630	MEDICAL INSURANCE
5998	06/28/13	CIT01	CITY OF CORNING	3.00	.00	3.00	B30630	CHGS FOR WAGE ATCHMT
5999	06/28/13	OEU01	OPERATING ENGINEERS #3	7110.00	.00	7110.00	B30630	MEDICAL INSURANCE
6000	06/28/13	OEU02	OPERATING ENG. (DUES)	342.00	.00	342.00	B30630	UNION DUES MGMT
				660.00	.00	660.00	1B30630	UNION DUES POLICE
				336.00	.00	336.00	2B30630	UNION DUES DISPATCH
				528.00	.00	528.00	3B30630	UNION DUES-MISC
			Check Total.....:	1866.00	.00	1866.00		
6001	06/28/13	PRI04	PRINCIPAL	3509.64	.00	3509.64	B30630	DENTAL INSURANCE
				658.54	.00	658.54	1B30630	VISION INSURANCE
			Check Total.....:	4168.18	.00	4168.18		
6002	06/28/13	TRA03	TRANSAMERICA LIFE INS CO.	1029.00	.00	1029.00	B30630	LIFE INSURANCE

Cash Account Total.....: 42171.32
 Total Disbursements.....: 42171.32
 =====

REPORT.: Jul 03 13 Wednesday
 RUN....: Jul 03 13 Time: 14:44
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-13 Bank Account.: 1020

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 ID #: PY-DP
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
016736	07/02/13	FIT01	FITZPATRICK LAW OFFICES	-3575.00	.00	-3575.00	000B30701u	CK# 016736 Reversed
016745	06/30/13	ATT14	AT&T	161.18	.00	161.18	130623F	COMMUNICATIONS-FIRE
016746	06/30/13	COR11	CORNING SAFE & LOCK	4.84	.00	4.84	3922	MAT & SUPPLIES-POLICE
016747	06/30/13	GRA02	GRAINGER, W.W., INC	52.70	.00	52.70	917396609	MAT & SUPPLIES-WTR
				156.00	.00	156.00	917407806	MAT & SUPPLIES-WTR
				83.43	.00	83.43	917694828	MAT & SUPPLIES-PARKS
				160.10	.00	160.10	917701632	MAT & SUPPLIES-PARKS
			Check Total.....	452.23	.00	452.23		
016748	06/30/13	NAP01	NAPA AUTO PARTS	75.65	.00	75.65	130623F	VEH/OP MAINT-
016749	06/30/13	PET03	PETTY CASH	293.07	.00	293.07	13-0628	MAT & SUPPLIES-
016750	06/30/13	PGE01	PG&E	466.78	.00	466.78	130626	ELECT-
016751	06/30/13	RAR01	ROLLS, ANDERSON & ROLLS	34891.50	.00	34891.50	9990	PROP 84 CONSTRUCT-NEW PAR
016752	06/30/13	SEI01	SELLER, ROY R., CPA	1884.90	.00	1884.90	25774	PROF SVCS-FINANCE
016753	06/30/13	TEH13	TEHAMA CO AUDITOR	50.00	.00	50.00	130630	PkngCiteToCnty PoliceServ
016754	06/30/13	THO09	THOMAS H. PHELPS LANDSCAP	747.50	.00	747.50	518	PROP 84 CONSTRUCT-NEW PAR
016755	06/30/13	USA01	USA BLUE BOOK	1349.35	.00	1349.35	994062	MAT & SUPPLIES-WTR
016756	06/30/13	WAR05	WARREN, DANA KARL	319.20	.00	319.20	130701	REC INSTRUCTOR-REC
016757	06/30/13	WAS01	WASTE MANAGEMENT OF	113188.39	.00	113188.39	130630	WASTE MGMT PYMT-SOLID WAS
016758	06/30/13	ATT02	AT&T	1102.27	.00	1102.27	130625	COMMUNICATIONS-
016759	06/30/13	ATT15	AT&T MOBILITY	397.08	.00	397.08	130619	COMMUNICATIONS-
016760	06/30/13	CHI06	CHICO POWER EQUIPMENT	222.76	.00	222.76	15049	VEH/OP MAINT-
016761	06/30/13	COR01	CORNING VETERINARY CLINIC	40.00	.00	40.00	38952	PROF SVCS-ACO
				160.02	.00	160.02	39208	PROF SVCS-ACO
			Check Total.....	200.02	.00	200.02		
016762	06/30/13	COR45	CORNING ACE HARDWARE	721.74	.00	721.74	130627	MAT & SUPPLIES-
016763	06/30/13	HOL04	HOLIDAY MARKET #32	8.36	.00	8.36	180321306	MAT & SUPPLIES-
016764	06/30/13	LIN01	LINCOLN EQUIPMENT, INC.	834.64	.00	834.64	SI217592	MAT & SUPPLIES-POOL

REPORT.: Jul 03 13 Wednesday
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CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 06-13 Bank Account.: 1020

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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
016765	06/30/13	MCC07	MCCOY'S HARDWARE & SUPPLY	365.75	.00	365.75	130627	MAT & SUPPLIES-
016766	06/30/13	NOR25	NORTHERN LIGHTS ENRGY, INC	2839.57	.00	2839.57	91119	VEH/OP MAINT-POLICE
				2134.32	.00	2134.32	91155	MAT & SUPPLIES-
				385.77	.00	385.77	91156	VEH/OP MAINT-FIRE
			Check Total.....	5359.66	.00	5359.66		
016767	06/30/13	NOR31	NORM'S PRINTING	72.56	.00	72.56	012870	PRINTING/ADV-POLICE
016768	06/30/13	STO07	STOUFER, JOHN BEDFORD	3200.00	.00	3200.00	130702	PROF SVCS-PLANNING
016769	06/30/13	TEH15	TERAMA CO SHERIFF'S DEPT	73.50	.00	73.50	130701	PROF SVCS-
016770	06/30/13	THO01	THOMES CREEK ROCK CO	434.87	.00	434.87	130630	MAT & SUPPLIES-
016784	06/30/13	AND01	ED ANDERSON	3525.00	.00	3525.00	13-0701	PROF SVCS-
016785	06/30/13	HUN03	HUNTERS SERVICES INC.	3005.68	.00	3005.68	101749	TREE SPRAY-
			Cash Account Total.....	169833.48	.00	169833.48		
			Total Disbursements.....	169833.48	.00	169833.48		

REPORT.: Jul 02 13 Tuesday
 RUN.....: Jul 02 13 Time: 08:00
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 07-13 Bank Account.: 1020

PAGE: 001
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 CTL.: COR

Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
016731	07/01/13	CAR03	CARDENAS, ANTHONY	1534.08	.00	1534.08	000B307021	MEDICAL REIMBURSEMENT
016732	07/01/13	COR07	CORBIN WILLIAMS SYSTEMS	729.72	.00	729.72	000B307011	EQUIP MAINT-FINANCE
016733	07/01/13	COR09	CORNING CHAMBER OF COMM.	1000.00	.00	1000.00	000B307011	ECONOMIC DEVELOPMENT
016734	07/01/13	COR18	CORNING SENIOR CENTER	2700.00	.00	2700.00	130701A	Senior Center General Cit
016735	07/01/13	CRA10	CRAIN, CARL	772.00	.00	772.00	000B307011	MEDICAL REIMBURSEMENT
016736	07/01/13	FIT01	FITZPATRICK LAW OFFICES	3575.00	.00	3575.00	000B307011	CONSULTING SVCS-LEGAL SVC
016737	07/01/13	HAL05	HALL, ROBERT	104.70	.00	104.70	000B307011	PROF SVCS-FIRE DEPT
016738	07/01/13	KEN00	KEN VAUGHAN & SONS	950.00	.00	950.00	000B307011	LANDSCAPE MAINT-
016739	07/01/13	MAI00	MAIRE & BURGESS	2025.00	.00	2025.00	000B307021	CONSULTING SVCS-LGL SVCS
016740	07/01/13	PIT01	PITNEY BOWES	192.92	.00	192.92	000B307011	EQUIP LEASE-FINANCE
016741	07/01/13	S&L00	S & L BREWER ENTERPRISES	200.00	.00	200.00	000B307011	K-9 PROGRAM-POLICE
016742	07/01/13	TLD01	TEDC	208.33	.00	208.33	000B307011	ECONOMIC DEVELOPMENT
016743	07/01/13	TOM03	TOMLINSON JR., ROBERT L.	54.70	.00	54.70	000B307011	PROF SVCS-FIRE
016744	07/01/13	WHI05	WHITE GLOVE CLEANING SERV	2800.00	.00	2800.00	000B307011	JANITORIAL SVCS-

Cash Account Total.....: 16846.45
 Total Disbursements.....: 16846.45

REPORT.: Jul 03 13 Wednesday
 RUN.....: Jul 03 13 Time: 14:51
 Run BY.: LORI

CITY OF CORNING

Cash Disbursement Detail Report
 Check Listing for 07-13 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
016771	07/03/13	3C000	3CORE, INC.	5000.00	.00	5000.00	04032013	TRI-CO EDC-ECON. DEV.
016772	07/03/13	ATT14	AT&T	182.03	.00	182.03	130623P	COMMUNICATIONS-DISPATCH
016773	07/03/13	CAL10	CPCA	300.00	.00	300.00	490E	ASSOCIATION DUES-POLICE
016774	07/03/13	COM01	COMPUTER LOGISTICS, INC	1886.00	.00	1886.00	60529	EQUIP MAINT-
				116.67	.00	116.67	60531	COMMUNICATIONS-POLICE
				23.00	.00	23.00	60541	EQUIP MAINT-GEN CITY
				28.00	.00	28.00	60542	COMMUNICATIONS-POLICE
			Check Total.....	2053.67	.00	2053.67		
016775	07/03/13	GAL02	GALLIS, AN ARAMARK COMPANY	292.76	.00	292.76	000746614	SAFETY ITEMS-POLICE
016776	07/03/13	GRE01	GREEN WASTE OF TEHAMA	116.70	.00	116.70	1286545D	MAT & SUPPLIES-STR
			Check Total.....	146.00	.00	146.00	1286546W	MAT & SUPPLIES-STR
			Check Total.....	262.70	.00	262.70		
016777	07/03/13	LAW15	LAW ENFORCEMENT TRAINING	213.00	.00	213.00	130703	TRAINING/ED-POLICE
016778	07/03/13	LEA03	LEADS SOFTWARE GROUP, INC	900.00	.00	900.00	13011	EQUIP MAINT-POLICE
016779	07/03/13	MAI00	MAIRE & BURGESS	3500.00	.00	3500.00	130702	CONSULTING SVCS-LGL SVCS
016780	07/03/13	NOR03	NCCSIF	83855.00	.00	83855.00	2014004	LIABILITY INS-GEN CITY
			Check Total.....	28337.25	.00	28337.25	2014034	WORKMENS COMP-GEN CITY
			Check Total.....	112192.25	.00	112192.25		
016781	07/03/13	PAC16	PACIFIC TELEMANAGEMENT SE	38.00	.00	38.00	544367	COMMUNICATIONS-GEN CITY
016782	07/03/13	SYS01	SYSTEM EXCHANGE CORP.	3480.00	.00	3480.00	P41SEP143	CLETS USER FEES-DISPATCH
016783	07/03/13	XER00	XEROX CORPORATION	90.43	.00	90.43	068853544	EQUIP MAINT-POLICE
			Cash Account Total.....	128504.84	.00	128504.84		
			Total Disbursements.....	128504.84	.00	128504.84		

Date.: Jul 3, 2013
Time.: 2:58 pm
Run by: LORI

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWS
Group: WFFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
ELIZABETH PEREZ PHOT	2078 DONNOVAN AVE	CORNING, CA 96021	PEREZ	ELIZABE WEDDING & PORTRAIT PHOTOGRAPHY	06/25/13	(530) 736-2662
ESQUIVEL, DIOSELINA	1703 SOLANO ST	CORNING, CA 96021	ESQUIVEL	DIOSELI CUT AND COLOR HAIR	06/20/13	(530) 828-3285
GARCIA'S CORNING CON	811 FOURTH ST	CORNING, CA 96021	GARCIA	LISA CONSIGNMENT, THRIFT, & RESALE	06/25/13	(530) 824-9700

Item No.: G-5

6/28/2013
1:25:17PM

CITY OF CORNING
PERMITS ISSUED (sort by Permit #)
For the Period 6/1/2013 thru 6/28/2013

Owner and Address	Parcel Number	Issued On	Valuation
AMERICAN WEST BANK 1201 SOLANO ST CORNING CA 96021 Permit Description: ADD & REPLACE SIGNS	7113407 Site Street Address: 1201 SOLANO ST	6/7/2013	10,500.00
ROBERT MOSKAL 1290 FIFTH AVE CORNING CA 96021 Permit Description: BUILD COVERED PATIO OVER EXIST. DECK	7124107 Site Street Address: 1290 FIFTH AVE	6/7/2013	1,400.00
NORTHERN LIGHTS ENERGY 1819 SOLANO ST CORNING CA 96021 Permit Description: REPAIR EXTERIOR WALLS	7115501 Site Street Address: 1819 SOLANO ST	6/3/2013	50,000.20
ROLLING HILLS CLINIC 740 SOLANO ST CORNING CA 96021 Permit Description: ADD BACK UP GENERATER	7301056 Site Street Address: 740 SOLANO ST	6/20/2013	65,000.00
ROSS SHERBURN 1185 TOOMES AVE CORNING CA 96021 Permit Description: REPLACE 200 AMP ELECT. SERVICE	7120107 Site Street Address: 1185 TOOMES AVE	6/7/2013	500.00
LORENA SANDOVAL 420 TOOMES AVE CORNING CA 96021 Permit Description: CHANGE OUT WATER HEATER	7132025 Site Street Address: 420 TOOMES AVE	6/11/2013	900.00
MORGAN RANDALL 1748 PALM AVE CORNING CA 96021 Permit Description: ADD DETACHED SHOP 20' X 30'	7129129 Site Street Address: 1748 PALM AVE	6/20/2013	6,000.00

CITY OF CORNING
PERMITS ISSUED (sort by Permit #)
For the Period 6/1/2013 thru 6/28/2013

Owner and Address	Parcel Number	Issued On	Valuation
GARY SCHOOK 448 MARGUERITE AVE CORNING CA 96021 Permit Description: TEAR OFF REROOF & RESHEAT	7320003 Site Street Address: 448 MARGUERITE AVE	6/18/2013	9,390.00
JIMMIE COLE 1725 TAFT AVE CORNING CA 96021 Permit Description: CHANGE OUT ELECT PANEL & CONNECT TO G.	7119209 Site Street Address: 1725 TAFT AVE	6/19/2013	500.00
PAUL SEIPEL 410 HOAG ST CORNING CA 96021 Permit Description: UNDER GROUND ELECT TO GARAGE	7104206 Site Street Address: 410 HOAG ST	6/19/2013	250.00
GARY GRAJCZYK 1600 COLUSA ST CORNING CA 96021 Permit Description: REPLACE TANKLESS WATER HEATER	7104207 Site Street Address: 1600 COLUSA ST	6/26/2013	6,118.00
JOSE MARTINEZ 1939 SCOTT AVE CORNING CA 96021 Permit Description: EXTEND RESIDENCE 4' EAST SIDE	7119304 Site Street Address: 1939 SCOTT AVE	6/25/2013	12,000.00
12 Permits Issued from 6/1/2013 Thru 6/28/2013 FOR A TOTAL VALUATION OF \$ 162,558.20			
*** END OF REPORT ***			

CITY OF CORNING

JUNE 2013

TREASURERS REPORT

AGENCY	BALANCE	RATE
LOCAL AGENCY INVESTMENT FUND	2,274,933.68	.28

Respectfully Submitted

Pala Cantrell
City Treasurer

**ITEM NO.: G-8
AWARD THREE-YEAR AGREEMENT
FOR LANDSCAPE AND MAINTENANCE
SERVICES TO KEN VAUGHAN & SONS
FOR THE AMOUNT OF \$14,400
ANNUALLY**

JULY 9, 2013

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

**FROM: JOHN L. BREWER, AICP; CITY MANAGER 
PATRICK WALKER, PUBLIC WORKS DIRECTOR PW**

SUMMARY:

Staff received 2 proposals at the June 25, 2013 Bid Opening seeking Bids for a three-year Landscape and Turf Maintenance Agreement for service to eight (8) City properties and for the (2) Landscaping and Lighting Districts, District 1, Zones 1 & 4. Ken Vaughan & Sons was the lowest bidder with a cost of \$1,200 monthly.

Contracting for landscape services for these small areas of City property frees Public Works employees to work on other more important projects. This service will be to the following ten (10) City locations:

- Martini Plaza
- Corning Transportation Center
- Corning Library
- Corning Park and Ride
- Corning City Hall
- Fire Department
- Landscape and Lighting District 1, Zone 1, N. Alex Lane (Located at Blackburn Avenue and Alex Lane)
- Landscape and Lighting District 1, Zone 4, Salado Apartments (Located at the median planter strip on Blackburn Avenue)
- City Right of Way at North and Fourth Street, 301 Fourth Street
- Landscape Area NE corner of Solano Street & Marguerite Avenue

FINANCIAL:

Ken Vaughan & Sons currently maintain landscaping and maintenance services for the City of Corning. This will be Mr. Vaughan's third consecutive contract with the City. His new proposal includes an annual increase of \$3,000. The new contract amount of \$14,400 per year will be funded from the following budget line numbers:

Funding for this Agreement is provided by budget line numbers:

001-6315-6100	Landscape Maintenance/Parks	\$9,792 FY 13/14
701-6315-3901	Landscape Maintenance/L&L, N. Alex Lane	\$ 288 FY 13/14
704-6315-3904	Landscape Maintenance/L&L, Salado Apts.	\$2,592 FY 13/14
625-7365-3160	Landscape Maintenance/Trans. Facility	<u>\$2,592 FY 13/14</u>
	Total:	\$14,400

RECOMMENDATION:

**MAYOR AND COUNCIL AWARD THREE-YEAR AGREEMENT FOR LANDSCAPE
AND MAINTENANCE SERVICES TO KEN VAUGHAN & SONS FOR THE AMOUNT OF
\$14,400 ANNUALLY**

LANDSCAPE AND TURF MAINTENANCE AGREEMENT

This agreement is entered into by and between the **City of Corning**, a Municipal Corporation, (hereinafter referred to as "City") and the person or entity identified at the end of this Agreement (hereinafter referred to as "Contractor").

Purpose of Agreement:

The purpose of this agreement is to document the arrangement worked out between the City and the Contractor for certain landscaping and turf maintenance work to be performed on City property over the stated term of this Agreement.

Location of work to be performed:

The Contractor will perform Landscape and Turf Maintenance at the following ten (10) City locations.

- ◆ Martini Plaza located in the 1400 block of Solano Street.
- ◆ Corning Transportation Center located at 1081 Solano Street.
- ◆ Corning Library located at 740 Third Street.
- ◆ Corning Park and Ride area located at the corner of Solano & Third Streets.
- ◆ Corning City Hall located at 794 Third Street.
- ◆ Corning Fire Department located at 814 5th Street, Landscape & Lighting District 1, Zone 1, N. Alex Lane (Located at Blackburn Avenue and Alex Lane)
- ◆ Landscape & Lighting District 1, Zone 4, Salado Apartments (Located at the median planter strip on Blackburn Avenue)
- ◆ Landscape Area NE Corner of Solano Street & Marguerite Avenue
- ◆ City Right of Way at North and Fourth Streets, 301 Fourth Street

Description of work to be performed:

The Contractor will perform the following work throughout the term of this Agreement:

- ◆ Mowing of all lawn areas on a weekly basis during the growing seasons and as needed during the fall and winter months.
- ◆ Lawn area will be edged.
- ◆ The tree/shrub areas to be pruned and weeded at startup, and pruned and weeded as needed to insure proper growth habits and appearance. Suckers must be pruned from the base of the trees throughout the year.
- ◆ Trash or debris in the lawn or landscape areas to be removed weekly to maintain a neat appearance.
- ◆ Lawn areas to be fertilized on a five round program to insure optimum growth and appearance. Must be licensed or certified by the State of California to apply fertilizers and pre-emergents. Fertilizers and pre-emergents shall be applied of sufficient quantities to ensure their effectiveness and must be approved by the Assistant Public Works Director before application.
 - Round 1: (February) Cool season lawn fertilizer (21-7-14) and a pre-emergent
 - Round 2: (April) Warm season lawn fertilizer (16-6-8)
 - Round 3 (June) Warm season lawn fertilizer (16-6-8)
 - Round 4 (September) Warm season lawn fertilizer (16-6-8) and a pre-emergent
 - Round 5 (November) Cool season fertilizer (21-7-14)
- ◆ Tree and Shrub areas to be fertilized in early May and early November at a rate 3lbs per 1,000 square feet. Fertilizer used should be (20-5-5) and of sufficient quantity, and shall be approved by the Assistant Public Works Director
- ◆ Treatment for weed control in the lawn and Tree/Shrub areas to be provided.

- ◆ Sprinkler system to be inspected weekly for leaks, failing parts/components and overall function. Any general maintenance of the sprinkler system shall be included in the maintenance program.
- ◆ Landscape watering controls must be programmed by the contractor. They must be turned on in early spring and winterized in the late fall. All watering times must be presented to the Assistant Public Works Director for approval.
- ◆ The maintenance program cost shall also include the needed replacement of plants and shrubs when needed.
- ◆ Repairs to the sprinkler systems that require the purchase of materials and supplies shall be completed within the terms of this maintenance agreement, with materials and supplies to be approved and purchased by the Department of Public Works. The contractor will repair the systems as part of the maintenance agreement.
- ◆ Contractor shall provide all the equipment required for this maintenance agreement.
- ◆ Lawn clippings and brush for shrubs shall have a City provided area for disposal. This area will be provided from the Assistant Public Works Director.

- ◆ If during the performance of Contractor's work Contractor, its agents, or employees discover a dangerous condition that presents a possible danger to the public, including but not limited to latent or patent holes, cracks, or other condition that present 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 until such time as the Public Works Department can assess or otherwise address the condition.

Term of Contract:

The contract shall commence upon signing and shall end three years thereafter or on August 1, 2016, whichever comes later.

Insurance Requirements:

- ◆ Contractor shall provide the City with Liability Insurance in the amount of \$1,000,000 and shall list the City as an Additional Insured on an Additional Insured Endorsement. This policy of insurance shall be maintained and effective throughout the term of this Agreement.
- ◆ Contractor shall secure and maintain Worker's Compensation Insurance as required under California law.

Business License Requirement:

- ◆ Contractor shall purchase and maintain a City of Corning Business License.

Pest Control Requirements:

- ◆ Contractor shall have in possession a State of California Pest Control Business License that is valid and effective at all times during the term of this Agreement.

Amount of Compensation:

City will pay Contractor on a monthly basis at the beginning of each month for the work performed the preceding month. The monthly amount to be paid for each and every month throughout the term of this Agreement is: **\$1,200.00.**

Independent Contractor:

Contractor is an independent Contractor and is not an employee of the City. Although the City instructs the Contractor himself determines the hours to be worked, the manner in which the work is performed and how the objectives are met and the other details of the job. Contractor is not limited to performing landscape and turf maintenance work only for the City of Corning but it is assumed and agreed that the City will be one of several customers for whom Contractor performs similar services.

Attorney Fees and Costs:

In the event of a dispute arising out of this Agreement, City and contractor agree that a court or arbitrator may award a reasonable amount of attorney fees and costs to the prevailing party should such dispute be resolved through litigation or arbitration.

Entire Agreement:

This document represents the entire agreement between the parties and all commitments arising out of discussions between the parties have been fully integrated herein. Any modification to this Agreement must be placed in writing and signed by all parties to be effective and enforceable.

Notices to Parties:

Notices to City shall be provided to:

City of Corning
Attn: Public Works Director
794 Third Street
Corning, CA 96021

Notices to Contractor shall be provided to:

Ken Vaughan & Sons
P.O. Box 722
Corning, CA 96021
530/541-6647

SO AGREED.

CITY OF CORNING:

CONTRACTOR:

By: _____
John L. Brewer, AICP
City Manager

By: _____
Ken Vaughan
Ken Vaughan & Sons

Date: _____

Date: _____

Attest:

Lisa M. Linnet, City Clerk

CITY OF CORNING
DEPARTMENT OF PUBLIC WORKS
CORNING, CALIFORNIA

LANDSCAPE AND TURF MAINTENANCE
PROPOSAL FORM

The undersigned Ken Vaughan Sons
Name of Company

Request for Bids to provide Landscape and Turf Maintenance at Martini Plaza, Corning Transportation Center, Corning Library, Corning Park and Ride Parking Lot, Corning City Hall, Fire Department, Landscape and Lighting District 1-Zones 1 and 4, 301 Fourth Street and Landscape area at the NE corner of Solano Street & Marguerite Avenue.

Monthly Fee Proposal

\$/200.00

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 Bids that may be submitted or to waive any irregularity, and in the event of identical Requests for Bids, to be the sole judge of the Company to receive the contract.

Request for Bids will be accepted at 794 Third Street, Corning, CA 96021 until 10AM, June 25, 2013. All Bids must be clearly marked "LANDSCAPE AND TURF MAINTENANCE BID-DO NOT OPEN".

Ken Vaughan
Signature of Company Representative

6-24-2013
Date

KEN VAUGHAN
Printed Name

KEN VAUGHAN & SONS
Company Name

State License # 631475
City License # 800000 2613

P.O. Box 722
CORNING, CA 96021
Address

530/541-6647
Phone

City of Corning
Bid Opening
June 25, 2013 @ 10am
Landscape & Maintenance Services

Company Name	Proposal Amount
Ken Vaughan & Sons Corning, CA	\$1,200 Monthly
J. Haynes Total Landscape Care Gerber, CA	\$1,800 Monthly

**ITEM NO.: G-9
 AWARD THREE-YEAR JANITORIAL
 SERVICE AGREEMENT TO WHITE GLOVE
 CLEANING SERVICE FOR THE AMOUNT OF
 \$35,940 ANNUALLY**

JULY 9, 2013

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

**FROM: JOHN L. BREWER, AICP; CITY MANAGER *JB*
 PATRICK WALKER, PUBLIC WORKS DIRECTOR *PW***

SUMMARY:

Staff received 1 proposal at the June 25, 2013 Bid Opening for a three-year Janitorial Service Agreement from White Glove Cleaning Services, Chico. The Janitorial Agreement will offer cleaning services at the following nine locations:

- City Hall
- Police Department
- Corning Library
- Corning Transportation Center (Suite D only)
- City Corporation Yard
- Martini Plaza (restrooms only)
- Woodson Park (restrooms only)
- Northside Park (restrooms only)
- Corning Community Park (restrooms only)

In addition to the janitorial services this contract will also provide for the opening and closing of the restrooms at the following locations:

Location	Open	Close
Transportation Center (Suite D only)	Monday – Friday. (excluding TRAX holidays)	Monday – Friday (excluding TRAX holidays)
Martini Plaza, Woodson Park, Northside Park and the Corning Community Park (opening soon)	Saturday, Sunday & holidays (including holidays)	7 days a week (including holidays)

FINANCIAL:

White Glove Cleaning Services currently maintain janitorial services for the City of Corning and have done so since 2010. Their new proposal includes an annual \$2,340 contract increase. The new contract amount of \$35,940 per year will be funded from the following budget line numbers:

001-6320-3600	Building Maintenance/Janitorial Services	\$7,547	FY 13/14
610-6320-3600	Building Maintenance/Janitorial Services	\$4,313	FY 13/14
630-6320-3600	Building Maintenance/Janitorial Services	\$4,313	FY 13/14
001-6320-1700	Library/Janitorial Services	\$5,391	FY 13/14
001-6320-6100	Parks/Janitorial Services	\$7,188	FY 13/14
625-6750-3160	Transportation Facility/Building Maintenance	\$7,188	FY 13/14
Total:			\$35,940

RECOMMENDATION:

MAYOR AND COUNCIL AWARD THREE-YEAR JANITORIAL SERVICE AGREEMENT TO WHITE GLOVE CLEANING SERVICE FOR THE AMOUNT OF \$35,940 ANNUALLY TO PROVIDE JANITORIAL SERVICES TO (9) CITY LOCATIONS.

JANITORIAL SERVICES AGREEMENT

This agreement is entered into by and between the City of Corning, a municipal corporation, (hereinafter referred to as "City") and the person or entity identified at the end of this Agreement (hereinafter referred to as "Contractor").

Purpose of Agreement:

The purpose of this agreement is to document the arrangement worked out between the City and the Contractor for certain janitorial work to be performed on City property over a three-year term.

Location of work to be performed:

The Contractor will perform janitorial services at the following nine (9) locations within the City of Corning.

- ◆ City Hall, 794 Third Street.
- ◆ Police Department, 774 Third Street.
- ◆ Corning Library, 740 Third Street.
- ◆ Corning Transportation Center, Suite D, 1081 Solano Street.
- ◆ Corporation Yard, 1106 Butte Street.
- ◆ Martini Plaza, 1409 Solano Street, restrooms only.
- ◆ Woodson Park, South Street at Pear Street, restrooms only.
- ◆ Northside Park, 1418 Colusa Street, restrooms only.
- ◆ Corning Community Park, 1485 Toomes Ave., restrooms only

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. Each employee must be finger printed by the Corning Police Department before employment.

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.

Because of public meetings, Tuesday evenings cannot be cleaning dates. All cleaning shall be performed on Wednesday evenings (after business hours) 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, and shall ensure that its employees use the cleaning-supplies in a safe and proper manner. Contractor shall advise its employees, prior to any work commencing, of all CAL-OSHA safety laws and

the Contractor shall have a current ongoing safety program to ensure such awareness is maintained by Contractor's existing employees and learned by those employees hired after the effective date of this agreement.

Description of work to be performed:

The Contractor will perform the following work throughout the term of this Agreement:

Each day:

- The restroom facilities located at the Transportation Center, Northside Park, Woodson Park, Corning Community Park and Martini Plaza will be closed each evening at dark Monday through Friday.
- The restroom facilities located at Northside Park, Woodson Park, Corning Community Park and Martini Plaza will be opened at 7:00 a.m. and closed at dark each weekend and holiday.
- The Transportation Center Suite D (bus waiting area) must be opened no later than 5:45 am and closed and locked at dark every Monday through Friday. TRAX does not provide services on New Year's Eve, New Year's Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve and Christmas Day, and therefore the facility shall be closed and locked on these days.
- During the closing of each facility the contractor will inspect each restroom and pickup, clean, and sanitize as needed and to make sure all paper dispensers are filled for the following day. If problems or vandalism are discovered the contractor is to notify Public Works of the vandalism and its location. If for any reason a facility/property is not capable of safe use, presents a dangerous condition, or may not be closed down because of existing vandalism or other condition, Contractor shall place a proper notice of such condition by posting a warning at the facility where the public enters, which shall remain in place until Public Works is notified of the problem and removes the notice. If necessary, the notice shall advise that the public is not permitted to enter the facility until further notice.

Once per week:

- Vacuum all carpeted areas.
- Mop and buff all tile floors.
- Mop and buff seamless floors.
- Inspect and clean any furnishings and areas needing attention.

Twice per week:

- Dust shelves, desks, 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 and clean 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 one 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 places 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.

City and Contractor Furnished Supplies:

The City agrees to furnish the following supplies: Hand soap, toilet tissue, paper towels, and toilet seat covers. The Contractor is required to furnish at its sole expense: All chemicals and cleaning agents including deodorizers, an assortment of trash bags for all waste and garbage containers, all vacuums, mops, brooms, and other cleaning equipment.

Term of Contract:

The term of the Contract will commence at the signing of the Contract and end three years later or on July 31, 2016, whichever comes later.

Insurance Requirements:

- ◆ Contractor shall provide the City with Liability Insurance in the amount of \$1,000,000 and shall list the City as an Additional Insured on an Additional Insured Endorsement. This policy of insurance shall be maintained and effective throughout the term of this Agreement.

- ◆ Contractor shall secure and maintain Worker's Compensation Insurance as required under California law.

Business License Requirement:

- ◆ Contractor shall purchase and maintain a City of Corning Business License.

Amount of Compensation:

City will pay Contractor on a monthly basis at the beginning of each month for the work performed the preceding month. The monthly amount to be paid for each and every month throughout the term of this Agreement is **\$2,995.00.**

Independent Contractor:

Contractor is an independent Contractor and is not an employee of the City of Corning. Contractor is not limited to performing the type of work provided for in this contract to only the City of Corning but it is assumed and agreed that Contractor will perform similar services for other customers. Although the City establishes contract objectives, it does not have authority to provide supervision over contractor and its employees other than to determine if the established objectives are being met and if the contractor is in compliance with the terms of this contract.

Attorney Fees and Costs:

In the event of a dispute arising out of this Agreement, City and contractor agree that a court or arbitrator may award a reasonable amount of attorney fees and costs to the prevailing party should such dispute be resolved through litigation or arbitration.

Entire Agreement:

This document represents the entire agreement between the parties and all commitments arising out of discussions between the parties have been fully integrated herein. Any modification to this Agreement must be placed in writing and signed by all parties to be effective and enforceable.

Notices to Parties:

Notices to City shall be provided to:

City of Corning
Attn: Public Works Director
794 Third Street
Corning, CA 96021

Notices to Contractor shall be provided to:

Teresa Contrearas
White Glove Cleaning Service
2053 Parkway Village Drive
Chico, CA 95928
530/354-0582

SO AGREED.

CITY OF CORNING

CONTRACTOR

By: _____
John L. Brewer, AICP
City Manager

By: _____
Teresa Contrearas
White Glove Cleaning Service

Date: _____

Date: _____

Attest:

Lisa M. Linnet, City Clerk

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

**JANITORIAL SERVICE
PROPOSAL FORM**

The undersigned WHITE GLOVE CLEANING SERV
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 and the Corning Community Park.

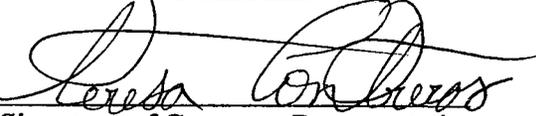
Monthly Fee Proposal

\$ 2995⁰⁰

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, June 25, 2013. All bids must be clearly marked "**JANITORIAL SERVICE BID - DO NOT OPEN**".


Signature of Company Representative

5-30-13
Date

TERESA CONTRERAS
Printed Name

WHITE GLOVE CLEANING SERVICE
Company Name

2053 PARKWAY VILLAGE DR

CHICO, CA 95928
Address

530-354-0582
Phone

ITEM NO.: G-10
APPROVE PROFESSIONAL
SERVICES AGREEMENT FOR GRANT
ADMINISTRATION AND PROGRAM
CONSULTANT SERVICES WITH
JOANN ANDERS

July 9, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JOHN L. BREWER, CITY MANAGER 
JOHN STOUFER, PLANNING CONSULTANT 

BACKGROUND:

To comply with federal procurement requirements staff sent out Request for Proposals (RFP) to eight different firms that provide grant consulting services. Two firms presented proposals and after reviewing the proposals staff recommends approval of the proposed attached three year Professional Services Agreement with JoAnn Anders for Grant Administration which will include CDBG General Administration and Program Consulting Services for the following projects:

Planning/Technical Assistance Grant:

1. Compliance with federal overlays
2. CDBG Funds Requests
3. Financial Accomplishment Reports (FAR's)
4. Liaison with City and CDBG Program Staff

CDBG Program Income Reuse:

1. Compliance with federal overlays
2. Semi-annual and annual Program Income Reports
3. Annual Grantee Performance Reports (GRP's)
4. Implement and operate Housing Rehabilitation Program
5. Market Program with interested homeowners
6. Prepare loans for City approval

Grant Consulting Services:

As requested by City Staff, prepare funding applications, implement programs and administer grant funding.

FINANCIAL:

The full cost of the Grant Administrator and Program Consultant is covered by the various Grants at no direct cost to the City other than the necessary oversight and coordination from City Staff. The Consultant, JoAnn Anders has provided a reasonable hourly rate of \$70 per hour.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT WITH JOANN ANDERS FOR THE GRANT ADMINISTRATION OF THE CITY'S VARIOUS GRANT PROJECTS AND AUTHORIZE THE CITY MANAGER TO SIGN AND EXECUTE ALL ASSOCIATED AGREEMENT DOCUMENTS.

**CITY OF CORNING – PROFESSIONAL SERVICES AGREEMENT WITH
JOANN ANDERS, GRANTS ADMINISTRATOR**

P.O. Box 1583, Cedar Ridge, CA 95924

Phone/Fax: (530) 272-5395

E-mail: j.anders@att.net

for

**COMMUNITY DEVELOPMENT BLOCK GRANT
AND GRANT CONSULTING SERVICES**

THIS AGREEMENT (Agreement), made and entered into this 1st day of May 2013, is by and between the CITY OF CORNING, a California Municipal Corporation, hereinafter referred to as CITY, and JOANN ANDERS, hereinafter referred to as CONSULTANT.

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS:

This Agreement is divided into the following Sections:

<u>Section/Title</u>	<u>Page No.</u>
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SECTION 2 - DESCRIPTION OF PROJECT	2
SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE	2
SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE	2
SECTION 5 - COMPENSATION	3
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SECTION 11- ATTACHMENT OF EXHIBITS

11.1 - Exhibit A; Description of Project
11.2 - Exhibit B; Description of Project
11.3 - Exhibit C; Scope of Consultant Services-Basic; Completion Schedule
11.4 - Exhibit D; Scope of Consultant Services-Add; Completion Schedule
11.5 - Exhibit E; Fee Schedule
11.6 - Exhibit F; Special Provisions; Insurance Requirements

SECTION 2 - DESCRIPTION OF PROJECT:

City desires to undertake that certain project, hereinafter referred to as project, described in EXHIBIT B entitled DESCRIPTION OF PROJECT and to engage Consultant to provide the required professional services relating to it. The professional services to be performed shall fulfill the Scope of Work required under the CDBG grant awarded to the City of Corning by the State of California and other grant consulting services.

SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE:

Consultant shall perform those basic services in connection with the project as are set forth more particularly in EXHIBIT C entitled SCOPE OF CONSULTANT SERVICES - BASIC; COMPLETION SCHEDULE and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

SECTION 4 - SCOPE OF SERVICES - ADDITIONAL; COMPLETION SCHEDULE:

It is understood by City and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in EXHIBIT C. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if appropriate). Consultant shall not proceed to perform any such required additional service until City has determined that such service is beyond the scope of the basic services to be provided, is required, and City has given its written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as Additional Consultant Service No. 1 and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached to EXHIBIT D entitled SCOPE OF CONSULTANT SERVICES - ADDITIONAL; COMPLETION SCHEDULE.

SECTION 5 - COMPENSATION:

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner, time and in accordance with the payment schedule as set forth in EXHIBIT E entitled COMPENSATION; PAYMENT OF FEES. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on the 1st day of the month, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will review each such invoice and retain them in accordance with EXHIBIT E, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 6 - RESPONSIBILITY OF CONSULTANT:

By executing this Agreement, Consultant warrants to City that Consultant possesses all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this Agreement. Consultant represents and warrants to City that she has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice her profession. Consultant represents and warrants to City that Consultant shall, at her sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice her profession at the time the services are performed.

SECTION 7 - RESPONSIBILITY OF CITY:

To the extent appropriate to the project contemplated by this Agreement, City shall:

- 7.1 Assist Consultant by placing at Consultants disposal all available information related to the project, including previous reports and any other data relative to the project which may be applicable to it.
- 7.2 Assist in gaining access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant services.
- 7.3 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.
- 7.4 Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

SECTION 8 - INDEMNIFICATION

Consultant shall indemnify and hold City, its officers, employees, agents, boards and commissions, and members thereof, harmless of and free from any and all liability to the extent caused by any negligent act or omission of Consultant or Consultants employees or agents in rendering the services required by this Agreement.

SECTION 9 - INSURANCE:

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT F, entitled SPECIAL PROVISIONS.

SECTION 10 - GENERAL PROVISIONS:

10.1 Access to Records:

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTION 4 herein above.

10.2 Assignment:

This Agreement is binding on heirs, successors, and assigns of the parties hereto but shall not be assigned by Consultant without the prior written consent of the City. Any attempted or purported assignment of any right or obligation pursuant to this Agreement without the written consent of the City shall be void and of no effect.

10.3 Changes to Scope of Work - Basic Services:

City may at any time and, upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

10.4 Compliance with Laws, Rules, Regulations:

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder and shall fulfill all State laws pertaining to the administration and reporting requirements of CDBG contracts.

10.5 Conflict of Interest:

If the City Manager has determined that Consultant is subject to any provisions of the Corning Municipal Code relating to conflicts of interest, or the provisions of any rules or regulations which may have been promulgated thereunder, then Consultant will be required to comply with said provisions in connection with the services she renders to the City under this Agreement. No officer, agent or employee of Consultant or any designee or subcontractor thereof shall during the performance of the services rendered pursuant to this Agreement or for a period of one (1) year after completion of performance of this Agreement have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for any grant activities to be performed in connection with the program assisted under this Agreement.

10.6 Exhibits Incorporated:

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

10.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement does not constitute an employer-employee relationship, a partnership or joint-venture relationship of any kind between the City of Corning and the Consultant. Consultant is not an agent of the City and has no authority to commit the City in any way whatsoever. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. City shall have the right to control Consultant only insofar as the results of Consultants services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

10.8 Standard of Performance:

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards normally observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices her profession at the time the service is performed. All work products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards or quality normally observed by a person practicing in Consultants profession.

10.9 Integration:

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it.

10.10 Jurisdiction and Venue:

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

Venue of any action concerning this Agreement shall be in the court of competent jurisdiction in Tehama County, California. The parties reserve the right to mutually agree to mediation, arbitration (whether advisory or binding) or any other form of dispute resolution other than litigation in court to resolve any matter arising under this Agreement.

10.11 Notice to Proceed; Progress; Completion:

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultants shall diligently proceed with the work authorized and complete it within the agreed time period.

10.12 Ownership of Documents:

Title to all documents with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

City agrees to indemnify Consultant, its employees and subconsultants and hold Consultant, its employees and subconsultants harmless from damages resulting from City's future use of such documents or the use by others of these documents with City's permission except for liability arising out of Consultants own negligent acts, errors or omissions in the preparation thereof.

10.13 Subcontracts:

Consultant shall be not be entitled without advance written consent of City to subcontract any portion of the work to be performed under this Agreement. If such consent is granted, Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

10.14 Term; Termination:

City or Consultant may terminate this Agreement with or without cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Unless termination is initiated by City for Consultant's breach of a material provision of this Agreement, City shall within thirty (30) calendar days of termination pay Consultant's fees for services rendered and costs incurred, in accordance with Consultant's current applicable fee schedule and reimbursement policy. Such fees and costs shall include those reasonable fees and costs incurred as of the date of termination

10.15 Notices:

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To City: John L. Brewer, AICP, City Manager
City of Corning
794 3rd Street
Corning, CA 96021

To Consultant: JoAnn Anders
P.O. Box 1583
Cedar Ridge, CA 95924

Nothing herein above shall prevent either City or Consultant from personally delivering any such notices to the other.

10.16 Attorneys Fees and Costs:

If any party to this Agreement commences legal proceedings to enforce any of its terms for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney fees and costs of suit, as determined by the court, including those incurred on appeal, if any.

10.17 Non-Discrimination:

Consultant shall not discriminate in employment of persons under this Agreement because of race, color, national origin, ancestry, religion, sex, or physical or mental handicap of such person.

10.18 Amendments:

No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.

10.19 Counterparts:

The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

10.20 Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 11 - ATTACHMENT OF EXHIBITS:

This Agreement has attached to it as a part hereof, "EXHIBIT A to Contract Special Requirements" and Exhibits B through F, which pursuant to paragraph 10.6 above have been and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

City of Corning:

JoAnn Anders:

John L. Brewer, AICP, City Manager

JoAnn Anders, Consultant

Date: _____

Date: _____

APPROVED AS TO FORM:

Michael C. Fitzpatrick
City Attorney

EXHIBIT A – SPECIAL REQUIREMENTS

The following Special Requirements shall apply not only to the City of Corning as the "Grantee" of funds but also to all sub-recipients or sub-grantees of such funds, or any portion thereof, and to all contractors, subcontractors and others providing goods or services of any kind under any contract to which this Exhibit A is attached.

In connection therewith, the term "grantee" as used herein shall include not only the City of Corning but all such sub-recipients, sub-grantees, contractors and sub-contractors.

EQUAL OPPORTUNITY:

All CDBG grantees and others entering into the contract to which this Exhibit A is attached must provide equal opportunities in the areas of (a) housing programs and projects (b) contracts for services and construction; (c) provision of public services, public facilities, and local improvements; (d) CDBG-related employment. Regulations regarding physical accessibility for person with disabilities (Section 504 and ADA) and hiring low-income persons and businesses (Section 3) require specific actions when triggered by certain programs and projects. Certain minimum requirements apply in each of these areas; it is required for all such grantees and others to fulfill the responsibilities agreed upon in this contract and in the application's assurances.

A. The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

B. The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

1. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

EXHIBIT A – SPECIAL REQUIREMENTS

4. The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. State Nondiscrimination Clause:

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

In entering into this agreement, the person or company contracting with the City of Corning hereby agrees as follows:

"The Contractor hereby agrees to abide by the requirement of executive order 11246 and all implementing regulations of the Department of Labor."

Anti-Lobbying Certification

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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

EXHIBIT A – SPECIAL REQUIREMENTS

- B.** 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

Bonus or Commission, Prohibition against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Citizen Participation

The Grantee is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Environmental Requirements (24 CFR 570.604)

The parties to this agreement acknowledge that:

The City of Corning is required to comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The City may not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

In its use of CDBG funds, the City of Corning is required to assume responsibility for environmental review, decision making, and other actions that would otherwise apply to HUD under the National Environmental Policy Act of 1969 and other related provisions of law. The CDBG regulations explicitly prohibit sub-recipients from assuming the grantee's environmental responsibilities (see 24 CFR 570.503(b)(5)(i)). Under the applicable regulations for any project receiving CDBG assistance, no party involved with the project, including sub-recipients, may

EXHIBIT A – SPECIAL REQUIREMENTS

commit funds to the project, including incurring project costs, until the City has completed the appropriate environmental review and public notification process, and HUD approves a certification of compliance with environmental laws and request for release of funds from environmental conditions. Activities not subject to this restriction are those the regulations define as exempt from environmental review. However, before any party involved with the project can incur costs, even for activities that are exempt, the grantee must first make a formal determination that the activity(ies) is exempt. (The list of activities that are exempt from environmental review are found in 24 CFR part 58.34 and 58.35(b).)

Historic Preservation

Sub-recipients must be careful not to violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before commitments are made to make any physical improvements or alterations or to demolish any building, a sub-recipient should receive assurances from the grantee that the grantee is in compliance with the Act.

Part of the City's responsibility requires it to consult with the State Historic Preservation Officer as to whether the property: (1) is or could be declared a historic property; (2) is located in a historic district or an area which could be declared a historic district; and (3) involves proposed changes that could adversely affect historic properties or neighborhoods or properties or neighborhoods which could be declared historic.

If historic properties could be adversely affected, an agreement must be reached on appropriate mitigating measures with all parties identified in 36 CFR Part 800.

National Flood Insurance Program (24 CFR 570.605)

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. *Be aware that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).*

Flood Disaster Protection

A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.

B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.

C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.

EXHIBIT A – SPECIAL REQUIREMENTS

D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

Federal Labor Standards Provisions

The persons or companies which are parties to the contract to which this Exhibit A is attached agree to fully comply with the following requirements:

A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States. The Copeland "Anti-kickback" Law (18 U.S.C. 874) applies to all construction/repair contracts and subgrants).

C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

Inspections of Grant Activity

A. The City of Corning reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

B. The City shall inspect any grant activity performed by contractors and sub-recipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

C. The City will require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and will withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

EXHIBIT A – SPECIAL REQUIREMENTS

Monitoring Requirements

The City of Corning will perform a program and/or fiscal monitoring of the grant activity(ies). The person or company subject to this Agreement shall resolve any monitoring findings to the City's satisfaction by the deadlines set by the City.

The City shall determine the areas to be monitored, the number of monitoring meetings, and their frequency. The monitoring will address program compliance with contract provisions, including national objectives, financial management, the requirements of 24 CFR, Part 85 relating to procurement, and all applicable federal overlay requirements.

Patent and Copyright Rules

Although the City of Corning reserves no patent or copyright entitlements, the parties to the Agreement to which this Exhibit A is attached acknowledge their awareness of the following information.

For governmental sub-recipients (24 CFR 85.34) and for non-profit sub-recipients (84.36):

The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes:

The copyright to any work developed with CDBG funds.

Any rights of copyright which a sub-recipient or a contractor purchases with CDBG support.

Reporting Requirements

• As part of all periodic drawdown requests, sub-recipients, contractors and subcontractors subject to this Agreement shall provide information on the financial status of its operations, which shall include (for each activity) the amount of:

- Funds budgeted.
- Funds received in drawdowns to date.
- Funds obligated in most recent period and to date.
- Funds expended in most recent period and to date.
- Cash on hand (including program income identified as such).
- Previous drawdowns requested but not yet received.

Regular progress reports are required from sub-recipients, contractors and subcontractors. These reports will be required quarterly and will disclose actual project accomplishments, obligations, and spending patterns against planned operations and accomplishments as specified in the project schedule and budget portions of this Agreement.

• In addition, the City of Corning will require information from the sub-recipients, contractors and subcontractors in connection with the City's input to IDIS and for preparation of its CAPER, which it must submit to HUD. In IDIS and in its CAPER, the City must provide the following information on each CDBG activity funded:

- The activity's name, matrix code, description, and location.

EXHIBIT A – SPECIAL REQUIREMENTS

- The National Objective being met.
- The amount expended during the program year.
- The total cost of each multi-unit housing and 570.203(b) economic development activity.

Worker's Compensation Insurance Requirements

Worker's Compensation Insurance, as required by the State of California, shall be provided as necessary in connection with the performance of any agreement with the City of Corning.

Audit/Retention and Inspection of Records

A. The sub-recipient, contractor or subcontractor must have intact, auditable fiscal records at all times. If there are missing audit reports during the term of this Agreement, the sub-recipient, contractor or subcontractor will be required to submit a plan to the City of Corning, with task deadlines, for submitting the audit. If the deadlines are not met, the sub-recipient, contractor or subcontractor will be subject to termination of this Agreement and disencumbrance of the funds awarded.

B. The sub-recipient, contractor or subcontractor agrees that the City of Corning or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. It is further agreed that the City or its designee will be provided with any relevant information requested and the City or its designee shall be permitted access to the premises of the sub-recipient, contractor or subcontractor upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et. seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The sub-recipient, contractor or subcontractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. The Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

Sub-grantee and Contractor Certifications and Assurances

.....
Certification and Assurance: The sub-grantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between the City of Corning and Sub-grantees or Contractors:

- (1) Compliance with Community Development Block Grant regulations found at 24 CFR 570.1 – 570.913 and Appendices
- (2) Compliance with applicable OMB Circulars, including A-133 and A-87 as required
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

EXHIBIT A – SPECIAL REQUIREMENTS

- (4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (11) Retention of all required records for five years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor:	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

EXHIBIT B

DESCRIPTION OF PROJECT

The City of Corning applied for and received a Community Development Block Grant Planning/Technical Assistance allocation through the State Housing and Community Development Department in the amount of \$100,000.

The general administration of this Grant must be performed according to all State laws and regulations and the Grant Administrator must perform all reporting requirements for the Grant in a timely manner, monitoring and administering aspects of the Grant in full compliance with all applicable laws and regulations.

The City of Corning Community Development Block Grant Program Income Reuse Plan provides housing rehabilitation loans to eligible homeowners.

This program must be performed according to all State laws and regulations and the Grant Administrator must perform all implementation and reporting requirements for this program in a timely manner, monitoring and administering aspects of the Grant in full compliance with all applicable laws and regulations.

The City of Corning makes applications to various programs offered through Federal, State and local agencies. As requested by the City of Corning the Grant Administrator will provide grant consulting services including application preparation, implementation of programs and grant administration.

EXHIBIT C

SCOPE OF CONSULTANT SERVICES-BASIC; COMPLETION SCHEDULE

City engages CONSULTANT to perform the scope of services outlined below.

Planning/Technical Assistance Grant:

1. Compliance with federal overlays.
2. CDBG Funds Requests.
3. Financial Accomplishment Reports (FAR's).
4. Liaison with City and CDBG Program staff.

CDBG Program Income Reuse:

1. Compliance with federal overlays.
2. Semi-annual and annual Program Income Reports.
3. Annual Grantee performance Reports (GPR's).
4. Implement and operate housing rehabilitation program.
5. Market program with interested homeowners.
6. Prepare loans for City approval.

Grant Consulting Services:

As requested by City staff prepare funding applications, implement programs, administer grant funding.

Completion Schedule:

July 2013 through June 2016.

Maximum Contract Period: Three Years.

EXHIBIT D

SCOPE OF CONSULTANT SERVICES-ADDITIONAL; COMPLETION SCHEDULE

EXHIBIT E

COMPENSATION; PAYMENT OF FEES

Compensation for Services:

The City of Corning will be invoiced and Consultant paid monthly. Invoices will be an inclusive hourly rate of \$70.00 per hour.

Grant Administration duties related to the CDBG Planning/Technical Assistance grant, including general administrative duties performed under this Agreement shall not exceed 70 hours.

Grant Administration duties relating to the CDBG Program Income Reuse program including general administrative and operational duties performed shall be billed on an as needed basis.

Grant consulting services at the request of City staff and shall be billed on an as needed basis.

EXHIBIT F

SPECIAL PROVISIONS

STATE AND FEDERAL LAWS AND REGULATIONS:

1. **The Civil Rights, Housing and Community Development, and Age Discrimination Acts Assurances:**

During the performance of this Agreement, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subject to discrimination based on race, color, national origin, sex, age, or handicap, under any program or activity funded by this agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

2. **State Nondiscrimination Clause:**

a) During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7258.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b) This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

3. **Compliance with Air and Water Acts:**

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- a) A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- b) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318), relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- c) A stipulation that as a condition for the award of the contract, prompt notice will be given to any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- d) Agreement by the contractor that he/she will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

4. **Conflict of Interest of Certain Federal Officials:**

No Congressional representative and no resident commissioner shall receive any benefit from this Grant Agreement or activity.

5. **Interest of Members, Officer or Employees of Contractors, Members of Local Governing Body, or Other Public Officials:**

No member, officer or employee of the City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for Work to be performed in connection with the program assisted under the Agreement. The contractor shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

6. **Prohibition Against Payments of Bonus or Commission:**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HCD approval of the application for such assistance, or HCD approval of the applications for additional assistance, or any other approval of concurrence of HCD required under this

Agreement, Title I of the Housing and Community Development Act of 1974, or HCD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

7. **Record Retention:**

The Grantee and all contractors and subcontractors shall keep all program records for at least four years after the grant agreement, and any amendments thereto expire, or three years after the completion and resolution of any audits or lawsuits, whichever is later. Grantee and all contractors and subcontractors shall allow the Department of Housing and Community Development, HUD, or other state or federal agencies access to all relevant records for monitoring and audit purposes.

**ITEM NO. G-11
APPROVE AMENDED PROFESSIONAL
SERVICES AGREEMENT FOR ON-CALL
PLANNING SERVICES AND
ENVIRONMENTAL DOCUMENT
PREPARATION WITH DIAZ ASSOCIATES.**

JULY 9, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JOHN L. BREWER, AICP, CITY MANAGER *JLB*
JOHN STOUFER, PLANNING DIRECTOR CONSULTANT *JS*

SUMMARY:

On March 22, 2011 the City Council approved a Professional Services Agreement (contract) with Diaz Associates to provide on-call planning services and environmental document preparation. Eihnard Diaz the principal planner for Diaz Associates has been working as a professional planner in the north state since 1981 and has extensive planning experience in both the public and private sector. Mr. Diaz was an instrumental part in the preparation of the grant application the City received for the General Plan Update.

BACKGROUND:

As required by the special conditions for the grant the city sent the contracts for all consultants working on the General Plan Update and that would be reimbursed for their work by the grant to the California Department of Housing and Community Development (HCD). On May 14, 2013 staff received notice from HCD that the contracts were required to be amended to include CDBG language before the special conditions could be cleared and the City could be reimbursed for the consultants time. City Attorney, Mike Fitzpatrick researched these requirements and added special conditions to the contracts that should comply with the required CDBG language.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE AMENDED PROFESSIONAL SERVICES AGREEMENT WITH DIAZ ASSOCIATES TO PROVIDE ON-CALL PLANNING SERVICES AND ENVIRONMENTAL DOCUMENT PREPARATION AND AUTHORIZE THE CITY MANAGER TO SIGN AND EXECUTE ALL ASSOCIATED AGREEMENT DOCUMENTS.

ATTACHMENT

Copy of Amended Professional Services Agreement with Diaz Associates.

**CITY OF CORNING – AMENDED PROFESSIONAL SERVICES AGREEMENT WITH
DIAZ ASSOCIATES, Planning Consultant
4277 Pasatiempo Ct., Redding, CA 96002
Phone: (530) 224-0811
E-mail: ediaz@diazplanning.com
for
CITY OF CORNING ON-CALL ENVIRONMENTAL & PLANNING SERVICES**

THIS AMENDED AGREEMENT (Agreement), made and entered into this 9th day of July, 2013, is by and between the **CITY OF CORNING, a California municipal corporation**, hereinafter referred to as City, and **DIAZ ASSOCIATES**, hereinafter referred to as Consultant.

WITNESSETH:

SECTION 1 - ORGANIZATION AND CONTENTS.

This Agreement is divided into the following Sections:

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SECTION 2 - DESCRIPTION OF SERVICES

City desires to engage Consultant to provide on-call professional environmental and associated planning services to assist the City as requested. The professional services shall be defined, scheduled and authorized using Service Authorization in the form of letters, memorandums, or e-mail. Services may include, but are not limited to: CEQA and NEPA document preparation including associated studies; specialized planning studies such as general plan and zoning preparations; mapping associated with services provided; and, other services as determined by the City Manager.

SECTION 3 - SCOPE OF SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic services as identified in Section 2 and shall complete said services in accordance with the completion schedule to be determined under the Service Authorization.

SECTION 4 - COMPENSATION

Consultant shall be compensated for services rendered to City pursuant to this Agreement in the amounts, manner, time and in accordance with the payment schedule as set forth in **EXHIBIT A** entitled **COMPENSATION; PAYMENT OF FEES**. Amounts due to Consultant from City for services rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will review each such invoice and retain them in accordance with **EXHIBIT A**, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this Agreement. Consultant further warrants that Consultant will follow the best current, generally accepted professional practices to make findings, render opinions, prepare factual presentations, and provide

professional advice and recommendations regarding the project for which services are rendered under this Agreement. Consultant represents and warrants to City that he has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice his profession. Consultant represents and warrants to City that Consultant shall, at his sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice his profession at the time the services are performed.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the project contemplated by this Agreement, City shall provide as follows:

- 6.1** Assist Consultant, by placing at Consultant's disposal all available information related to the services and/or project to be provided, including previous reports and any other data relative to the services and/or project which may be applicable to it.
- 6.2** Assist in gaining access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant services.
- 6.3** Examine all studies, reports, sketches, drawings, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto, within a reasonable time so as not to delay the progress of the work by Consultant.
- 6.4** Designate in writing a person to act as City's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's services.

SECTION 7 - INDEMNIFICATION

Consultant shall indemnify and hold City, its officers, employees, agents, boards and commissions, and members thereof, harmless of and free from any and all liability to the extent caused by any negligent act or omission of Consultant or Consultant's employees or agents in rendering the services required by this Agreement.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the work to be performed and/or services to be rendered by Consultant pursuant to this Agreement shall be as set forth in **EXHIBIT B**, entitled **INSURANCE REQUIREMENTS**.

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional service to City, falling under the provisions of SECTIONS 3 and 4 herein above.

9.2 Assignment

This Agreement is binding on heirs, successors, and assigns of the parties hereto but shall not be assigned by Consultant without the prior written consent of the City. Any attempted or purported assignment of any right or obligation pursuant to this Agreement without the written consent of the City shall be void and of no effect.

9.3 Changes to Scope of Work - Basic Services

City may at any time and, upon a minimum of ten (10) days written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with applicable Federal, State or City statutes, and any rules or regulations promulgated thereunder and shall fulfill all State laws pertaining to the administration and reporting requirements of any contracts the City may execute with other funding agencies – private, federal, or state.

9.5 Conflict of Interest

If the City Manager has determined that Consultant is subject to any provisions of the Corning Municipal Code relating to conflicts of interest, or the provisions of any rules or regulations which may have been promulgated thereunder, then Consultant will be required to comply with said provisions in connection with the services he renders to the City under this Agreement. No officer, agent or employee of Consultant or any designee or subcontractor thereof shall during the performance of the services rendered pursuant to this Agreement or for a period of one (1) year after completion of performance of this Agreement have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for any grant activities to be performed in connection with the services and/or projects assisted under this Agreement.

9.6 Exhibits Incorporated

All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement does not constitute an employer-employee relationship, a partnership or joint-venture relationship of any kind between the City of Corning and the Consultant. Consultant is not an agent of the City and has no authority to commit the City in any way whatsoever. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Consultant shall be free to render professional consulting

services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Standard of Performance

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards normally observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession at the time the service is performed. All work products of whatsoever nature which Consultant delivers to City pursuant to this Agreement shall conform to the standards or quality normally observed by a person practicing in Consultant's profession.

9.9 Integration

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it.

9.10 Jurisdiction and Venue

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement shall be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

Venue of any action concerning this Agreement shall be in the court of competent jurisdiction in Tehama County, California. The parties reserve the right to mutually agree to mediation, arbitration (whether advisory or binding) or any other form of dispute resolution other than litigation in court to resolve any matter arising under this Agreement.

9.11 Ownership of Documents

Title to all documents with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

City agrees to indemnify Consultant, its employees and subconsultants and hold Consultant, its employees and subconsultants harmless from damages resulting from City's future use of such documents or the use by others of these documents with City's permission except for liability arising out of Consultant's own negligent acts, errors or omissions in the preparation thereof.

9.12 Subcontracts

Consultant shall not be entitled without advance written consent of City to subcontract any portion of the work to be performed under this Agreement. If such consent is granted, Consultant shall be responsible to City for the actions of persons and firms performing subcontract work. The subcontracting of work by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

City or Consultant may terminate this Agreement with or without cause. The party initiating termination shall so notify the other party, and termination shall become effective fourteen (14) calendar days after receipt of the termination notice. Unless termination is initiated by City for Consultant's breach of a material provision of this Agreement, City shall within thirty (30) calendar days of termination pay Consultant's fees for services rendered and costs incurred, in accordance with Consultant's current applicable fee schedule and reimbursement policy. Such fees and costs shall include those reasonable fees and costs incurred as of the date of termination.

9.14 Notices

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To City: **John L. Brewer, AICP, City Manager**
City of Corning
794 3rd Street
Corning, CA 96021

- b. To Consultant: **Eihnard F. Diaz, AICP**
Diaz Associates
4277 Pasatiempo Ct.
Redding, California 96002

Nothing herein above shall prevent either City or Consultant from personally delivering any such notices to the other.

9.15 Attorneys Fees and Costs

If any party to this Agreement commences legal proceedings to enforce any of its terms or for damages for its breach, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of suit, as determined by the court, including those incurred on appeal, if any.

9.16 Non-Discrimination

Consultant shall not discriminate in employment of persons under this Agreement because of race, color, national origin, ancestry, religion, sex, or physical or mental handicap of such person.

9.17 Amendments

No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.

9.18 Counterparts

The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.

9.19 Severability

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

SECTION 10 - ATTACHMENT OF EXHIBITS

This Agreement has attached to it as a part hereof EXHIBITS A , B and "Exhibit C to Contract Special Requirements", which pursuant to paragraph 9.6 above, have been and are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

City of Corning

Diaz Associates

John L. Brewer, AICP
City Manager

Eihnard F. Diaz, AICP
Consultant

Date: _____

Date: _____

APPROVED AS TO FORM.

Michael C. Fitzpatrick
City Attorney

10.1 EXHIBIT A - FEE SCHEDULE

Consultant will provide professional services based on an hourly rate of \$110.00 (One Hundred and Ten Dollars) per hour for Eihnard Diaz as Principal Planner, \$90.00 (Ninety Dollars) per hour for the GIS Specialist, and \$60.00 (Sixty Dollars) for the Administrative Assistant.

Printing of more than five documents exceeding ten pages in length associated with services performed will be a cost borne by the City.

Public meetings, workshops, or hearings will be on a time and materials basis, subject to a two (2) hour minimum.

Mileage will be based on a rate of 0.50 (Fifty) cents per mile.

Outside consultants and services required by Consultant to provide necessary services will be paid by the City at an actual cost basis with no percentage surcharge imposed by Consultant.

Consultant shall submit itemized monthly invoices to City at the address listed below. City shall make payment within 30 days of receipt of Consultant's statement.

John Stoufer, Planning Director Consultant

City of Corning
794 3rd Street
Corning, CA 96021

10.2 - EXHIBIT B – INSURANCE REQUIREMENTS

Contractor shall obtain and maintain continuously comprehensive general liability insurance and or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000.00 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad-form contractual, broad form property damage, contractor's protective, product/completed operations, auto and non-owned auto, host liquor, personal injury, and fire-legal liability if applicable.

All such insurance coverage shall be provided on an "occurrence" form, rather than a "claims made" form. Such insurance shall include the City of Corning and its elected and appointed officials, officers, and employees as additional insureds, and shall not be reduced or canceled without 30 days written prior-notice certain to the City. Contractor shall provide the City a certificate of insurance as evidence of insurance protection provided. Insurance certificates provided by any insurance company or underwriter shall not contain the language "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company", or similar

language. If contractor has employees, he shall obtain and maintain continuously workers' compensation insurance to cover any such employees.

10.3 EXHIBIT C – SPECIAL REQUIREMENTS

The following Special Requirements shall apply not only to the City of Corning as the "Grantee" of funds but also to all sub-recipients or sub-grantees of such funds, or any portion thereof, and to all contractors, subcontractors and others providing goods or services of any kind under any contract to which this Exhibit C is attached.

In connection therewith, the term "grantee" as used herein shall include not only the City of Corning but all such sub-recipients, sub-grantees, contractors and sub-contractors.

EQUAL OPPORTUNITY:

All CDBG grantees and others entering into the contract to which this Exhibit C is attached must provide equal opportunities in the areas of (a) housing programs and projects (b) contracts for services and construction; (c) provision of public services, public facilities, and local improvements; (d) CDBG-related employment. Regulations regarding physical accessibility for person with disabilities (Section 504 and ADA) and hiring low-income persons and businesses (Section 3) require specific actions when triggered by certain programs and projects. Certain minimum requirements apply in each of these areas; it is required for all such grantees and others to fulfill the responsibilities agreed upon in this contract and in the application's assurances.

The Civil Rights, HCD, and Age Discrimination Acts Assurances:

During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or disability, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, and the Age Discrimination Act of 1975, and all implementing regulations.

The Training, Employment, and Contracting Opportunities for Business and Lower Income Persons Assurance of Compliance:

1. The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for Work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
2. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the

Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

3. The Grantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Grantee will include these Section 3 clauses in every contract and subcontract for work in connection with the project and will, at the direction of the State, take appropriate action pursuant to the contract upon a finding that the Grantee or any contractor or subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135 and, will not let any contract unless the Grantee or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the Agreement shall be a condition of the Federal financial assistance provided to the project, binding upon the Grantee, its successors, and assigns. Failure to fulfill these requirements shall subject the Grantee, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

B. State Nondiscrimination Clause:

During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age (over 40) or sex. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7258.0 et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, 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. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

In entering into this agreement, the person or company contracting with the City of Corning hereby agrees as follows:

“The Contractor hereby agrees to abide by the requirement of executive order 11246 and all implementing regulations of the Department of Labor.”

Anti-Lobbying Certification

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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- B.** 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

Bonus or Commission, Prohibition against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

Citizen Participation

The Grantee is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Environmental Requirements (24 CFR 570.604)

The parties to this agreement acknowledge that:

The City of Corning is required to comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The City may not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

In its use of CDBG funds, the City of Corning is required to assume responsibility for environmental review, decision making, and other actions that would otherwise apply to HUD under the National Environmental Policy Act of 1969 and other related provisions of law. The CDBG regulations explicitly prohibit sub-recipients from assuming the grantee's environmental responsibilities (see 24 CFR 570.503(b)(5)(i)). Under the applicable regulations for any project receiving CDBG assistance, no party involved with the project, including sub-recipients, may commit funds to the project, including incurring project costs, until the City has completed the appropriate environmental review and public notification process, and HUD approves a certification of compliance with environmental laws and request for release of funds from environmental conditions. Activities not subject to this restriction are those the regulations define as exempt from environmental review. However, before any party involved with the project can incur costs, even for activities that are exempt, the grantee must first make a formal determination that the activity(ies) is exempt. (The list of activities that are exempt from environmental review are found in 24 CFR part 58.34 and 58.35(b).)

Historic Preservation

Sub-recipients must be careful not to violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before commitments are made to make any physical improvements or alterations or to demolish any building, a sub-recipient should receive assurances from the grantee that the grantee is in compliance with the Act.

Part of the City's responsibility requires it to consult with the State Historic Preservation Officer as to whether the property: (1) is or could be declared a historic property; (2) is located in a historic district or an area which could be declared a historic district; and (3)

involves proposed changes that could adversely affect historic properties or neighborhoods or properties or neighborhoods which could be declared historic.

If historic properties could be adversely affected, an agreement must be reached on appropriate mitigating measures with all parties identified in 36 CFR Part 800.

National Flood Insurance Program (24 CFR 570.605)

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. *Be aware that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).*

Flood Disaster Protection

A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to FDPA, Section 102(d) of said Act.

B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.

C. Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.

D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

Federal Labor Standards Provisions

The persons or companies which are parties to the contract to which this Exhibit A is attached agree to fully comply with the following requirements:

A. Davis-Bacon Act (40 U.S.C. 3141-3148) requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.

B. "Anti-Kickback Act of 1986" (41 U.S.C. 51-58) prohibits any person from (1) providing, attempting to provide, or offering to provide any kickback; (2) soliciting, accepting, or attempting to accept any kickback; or (3) including directly or indirectly, the amount of any kickback prohibited by clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States. The Copeland "Anti-kickback" Law (18 U.S.C. 874) applies to all construction/repair contracts and subgrants).

C. Contract Work Hours and Safety Standards Act - CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.

D. Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Grantee shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

Inspections of Grant Activity

A. The City of Corning reserves the right to inspect any grant activity(ies) performed hereunder to verify that the grant activity(ies) is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

B. The City shall inspect any grant activity performed by contractors and sub-recipients hereunder to ensure that the grant activity(ies) is being and has been performed in accordance with the applicable Federal, State and/or local requirements and this Agreement.

C. The City will require that all grant activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and will withhold payment to its contractor or subcontractor, respectively, until it is so corrected.

Monitoring Requirements

The City of Corning will perform a program and/or fiscal monitoring of the grant activity(ies). The person or company subject to this Agreement shall resolve any monitoring findings to the City's satisfaction by the deadlines set by the City.

The City shall determine the areas to be monitored, the number of monitoring meetings, and their frequency. The monitoring will address program compliance with contract provisions, including national objectives, financial management, the requirements of 24 CFR, Part 85 relating to procurement, and all applicable federal overlay requirements.

Patent and Copyright Rules

Although the City of Corning reserves no patent or copyright entitlements, the parties to the Agreement to which this Exhibit A is attached acknowledge their awareness of the following information.

For governmental sub-recipients (24 CFR 85.34) and for non-profit sub-recipients (84.36):

The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, for Federal Government purposes:

The copyright to any work developed with CDBG funds.

Any rights of copyright which a sub-recipient or a contractor purchases with CDBG support.

Reporting Requirements

• As part of all periodic drawdown requests, sub-recipients, contractors and subcontractors subject to this Agreement shall provide information on the financial status of its operations, which shall include (for each activity) the amount of:

- Funds budgeted.
- Funds received in drawdowns to date.
- Funds obligated in most recent period and to date.
- Funds expended in most recent period and to date.
- Cash on hand (including program income identified as such).
- Previous drawdowns requested but not yet received.

Regular progress reports are required from sub-recipients, contractors and subcontractors. These reports will be required quarterly and will disclose actual project accomplishments, obligations, and spending patterns against planned operations and accomplishments as specified in the project schedule and budget portions of this Agreement.

• In addition, the City of Corning will require information from the sub-recipients, contractors and subcontractors in connection with the City's input to IDIS and for preparation of its CAPER, which it must submit to HUD. In IDIS and in its CAPER, the City must provide the following information on each CDBG activity funded:

- The activity's name, matrix code, description, and location.
- The National Objective being met.
- The amount expended during the program year.
- The total cost of each multi-unit housing and 570.203(b) economic development activity.

Worker's Compensation Insurance Requirements

Worker's Compensation Insurance, as required by the State of California, shall be provided as necessary in connection with the performance of any agreement with the City of Corning.

Audit/Retention and Inspection of Records

A. The sub-recipient, contractor or subcontractor must have intact, auditable fiscal records at all times. If there are missing audit reports during the term of this Agreement, the sub-recipient, contractor or subcontractor will be required to submit a plan to the City of Corning, with task deadlines, for submitting the audit. If the deadlines are not met, the sub-recipient, contractor or subcontractor will be subject to termination of this Agreement and disencumbrance of the funds awarded.

C. The sub-recipient, contractor or subcontractor agrees that the City of Corning or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. It is further agreed that the City or its designee will be provided with any relevant information requested and the City or its designee shall be permitted access to the premises of the sub-recipient, contractor or subcontractor upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et. seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The sub-recipient, contractor or subcontractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. The Grantee shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.

**Sub-grantee and Contractor
Certifications and Assurances**

.....
Certification and Assurance: The sub-grantee or contractor executing this certification hereby assures and certifies that it will comply with all of the applicable requirements of the following, as the same may be amended from time to time, including adding appropriate provisions to all contracts between the City of Corning and Sub-grantees or Contractors:

- (1) Compliance with Community Development Block Grant regulations found at 24 CFR 570.1 – 570.913 and Appendices
- (2) Compliance with applicable OMB Circulars, including A-133 and A-87 as required
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
- (4) Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (11) Retention of all required records for five years after grantees or subgrantees make final payments and all other pending matters are closed.
- (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

The information contained in this certification is true and accurate, to the best of my knowledge.

Name of Subgrantee or Contractor:	Name and Contract Number:	
Signature of Authorized Certifying Official:	Title:	Date:

WARNING: Section 1001 of the Title 18 of the United States Code (Criminal Code and Criminal Procedure, 72 Stat.967) applies to this certification. 18 U.S.C. 1001, among other things, provides that whoever knowingly and willfully makes or uses a document or writing knowing the same to contain any false, fictitious or fraudulent statement or entry, in any matter within jurisdiction of any department or agency of the United States, shall be fined no more than \$10,000 or imprisoned for not more than five years, or both.

ITEM NO.: 6-12
APPROVE PROGRESS PAY ESTIMATE NO. 1
IN THE AMOUNT OF \$93,149.80 TO
THOMAS H. WILLIAMS CONSTRUCTION
FOR THE CORNING SAFE ROUTES TO
SCHOOL, CYCLE 10 PROJECT

JULY 9, 2013

TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA
FROM: JOHN L. BREWER, AICP; CITY MANAGER 
PATRICK WALKER, PUBLIC WORKS DIRECTOR
ED ANDERSON, CITY ENGINEER

SUMMARY:

Attached for City Council review is a copy of the Progress Pay Estimate No. 1 for the Safe Routes To School, Cycle 10 Project which is now under construction near Centennial High School on Fig Lane. City Engineer Ed Anderson has reviewed and concurs with the payment request submitted by the project contractor Thomas H. Williams.

Thomas H. Williams has submitted a partial payment request for \$93,149.80 for the Corning Safe Routes To School, Cycle 10 Project. The Pay Estimate lists the original contract amount, any change orders/adjustments, work completed to date, retention amount due to Trent Construction, Inc.

Original Construction Contract:	\$213,293.40
<u>PPE No. 1</u>	
Work Completed	\$ 93,149.80
Retention to be held (5%)	\$ 4,657.49
Amount due to Contractor	\$ 88,492.31

RETENTION:

Effective January 1, 2012 California Public Contract Code Section 7201 directs that an awarding agency will not hold any greater amount of retention than 5% of the current contract. A copy of that code is attached for Council review.

BACKGROUND:

The California Department of Transportation granted authorization to the City of Corning to proceed with this project effective December 20, 2012. The State allocated \$169,100 to the City for new curb, gutter and sidewalk and street widening on the north side of Fig Lane,

between Marguerite Avenue and Centennial High School. There is a "City Match" requirement of \$18,900.

The FY 2012/13 Budget currently has sufficient funding for the SR2S, Cycle 10 Additive Bid for the Marguerite Avenue street improvements through its Street Department.

FINANCIAL:

The primary funding source for this project is State allocated funds from the Safe Routes To School Program (SR2S) from the California Department of Transportation.

Account No.	Amount
001-9258-3001 (CalTrans Allocation of Funds)	\$169,100
118-9258-3001 (City Match)	\$18,000

RECOMMENDATION:

That the Mayor and City Council:

- **Approve Progress Pay Estimate No. 1 in the amount of \$93,149.80,**
- **Retain the 5% contract retention of \$4,657.49, and**
- **Issue payment in the amount of \$88,492.31 to Thomas H. Williams Construction for the Corning Safe Route To School, Cycle 10 Project**

PARTIAL PAYMENT ESTIMATE

Corning Community Park Project, Phase 1

Progress Payment Estimate No. 1

OWNER:

City of Corning

CONTRACTOR:

Thomas H. Williams, Chico, CA

PERIOD OF ESTIMATE:

From: 6/5/2013 through 7/3/2013

CONTRACT CHANGE ORDER SUMMARY**ESTIMATE**

No.	Approval Date	Amount			
		Additions	Deductions		
None				1. Original Contract	\$213,293.40
				2. Change Orders	\$0.00
				3. Revised Contract (1+2)	\$213,293.40
				4. Work Completed	\$93,149.80
				5. Stored Materials	\$0.00
				6. Subtotal (4+5)	\$93,149.80
				7. Retainage5%	\$4,657.49
				8. Previous Payments	\$0.00
				9. Amount Due (6-7-8)	\$88,492.31
TOTALS					
NET CHANGE					

CONTRACT TIMEOriginal (days) 120

Revised:

Remaining: 97On Schedule Yes NoStarting Date: 6/10/2013Projected Completion: 10/7/2013**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: _____

City Engineer: _____

By Thomas H. WilliamsBy Ed Anderson

Date _____

Date: _____

APPROVED BY OWNER:

Owner _____

By John L. Brewer, AICP, City Manager

Date _____

Safe Routes To School (SR2S), Cycle 10 Project

Progress Estimate #1

Owner: City of Corning

Period Covered: 6/5/13 thru 7/3/13

Contractor: Thomas H. Williams

Location: Centennial High School, 250 E. Lane

Item		Unit	Bid Qty	Unit Price	Bid Value	Qty This Prd	Prev Qty	Value This Prd	Total Completed and Stored to Date	% Compl	Balance to Finish
Bid Item No.	Description										
1	Clearing & Grubbing	LS	1	\$3,200.00	\$3,200.00	1.00		\$3,200.00	\$3,200.00	100.0%	\$0.00
2	Roadway Excavation	LS	1	\$6,400.00	\$6,400.00	1.00		\$6,400.00	\$6,400.00	100.0%	\$0.00
3	Excavate for Sidewalk	SF	5,284	\$2.50	\$13,210.00	5284.00		\$13,210.00	\$13,210.00	100.0%	\$0.00
4	Install 5ft wide Sidewalk	SF	4,500	\$4.00	\$18,000.00	1125.00		\$4,500.00	\$4,500.00	25.0%	\$13,500.00
5	Install 4ft wide Sidewalk	SF	784	\$4.00	\$3,136.00	784.00		\$3,136.00	\$3,136.00	100.0%	\$0.00
6	Remove/Replace C&G	LF	12	\$40.00	\$480.00	12.00		\$480.00	\$480.00	100.0%	\$0.00
7	Install C&G	LF	732	\$18.00	\$13,176.00			\$0.00	\$0.00	0.0%	\$13,176.00
8	Remove/Replace Wtr Meter	EA	3	\$175.00	\$525.00	2.00		\$350.00	\$350.00	66.7%	\$175.00
9	Remove/Replace Swr Box	EA	1	\$330.00	\$330.00			\$0.00	\$0.00	0.0%	\$330.00
10	Remove/Replace Signs	EA	4	\$300.00	\$1,200.00	2.00		\$600.00	\$600.00	50.0%	\$600.00
11	Saw cut AC - Fig Ln	LF	686	\$3.00	\$2,058.00	686.00		\$2,058.00	\$2,058.00	100.0%	\$0.00
12	Remove/Rep Bollards	EA	3	\$140.00	\$420.00	3.00		\$420.00	\$420.00	100.0%	\$0.00
13	Traffic Control	LS	1	\$4,082.00	\$4,082.00	0.50		\$2,041.00	\$2,041.00	50.0%	\$2,041.00
14	Install STD S-7 Inlet	EA	1	\$1,900.00	\$1,900.00	0.90		\$1,710.00	\$1,710.00	90.0%	\$190.00
15	Install STD S-6 Inlet	EA	3	\$1,600.00	\$4,800.00	2.70		\$4,320.00	\$4,320.00	90.0%	\$480.00
16	Install 12" HDPE	LF	66	\$80.00	\$5,280.00	66.00		\$5,280.00	\$5,280.00	100.0%	\$0.00
17	Install 15" HDPE	LF	5	\$120.00	\$600.00	5.00		\$600.00	\$600.00	100.0%	\$0.00
18	Install 21" HDPE	LF	189	\$43.00	\$8,127.00	189.00		\$8,127.00	\$8,127.00	100.0%	\$0.00
19	Install 24" HDPE	LF	10	\$46.00	\$460.00	10.00		\$460.00	\$460.00	100.0%	\$0.00
20	Paint X-walk Fig Ln	EA	1	\$1,465.00	\$1,465.00			\$0.00	\$0.00	0.0%	\$1,465.00
21	Paint STOP Fig Ln	EA	1	\$460.00	\$460.00			\$0.00	\$0.00	0.0%	\$460.00
22	Install Headwall	EA	1	\$2,000.00	\$2,000.00	1.00		\$2,000.00	\$2,000.00	100.0%	\$0.00
23	Remove Tree	EA	2	\$880.00	\$1,760.00	2.00		\$1,760.00	\$1,760.00	100.0%	\$0.00
24	Elec Serv Pole	EA	1	\$500.00	\$500.00			\$0.00	\$0.00	0.0%	\$500.00
25	Truncated Dome	SF	24	\$42.00	\$1,008.00	24.00		\$1,008.00	\$1,008.00	100.0%	\$0.00
26	Roadway Embankment	CY	350	\$30.00	\$10,500.00	350.00		\$10,500.00	\$10,500.00	100.0%	\$0.00
27	2" AC	SF	6,520	\$3.15	\$20,538.00			\$0.00	\$0.00	0.0%	\$20,538.00
28	8" thick Agg Base	SF	6,520	\$1.40	\$9,128.00	3260.00		\$4,564.00	\$4,564.00	50.0%	\$4,564.00
A-3	Raised X-walk	EA	1	\$5,800.00	\$5,800.00			\$0.00	\$0.00	0.0%	\$5,800.00
A-7	Paint X-walk Marguerite	EA	1	\$325.00	\$325.00			\$0.00	\$0.00	0.0%	\$325.00
A-10	Curb for new sidewalk	SF	1,680	\$2.50	\$4,200.00	1680.00		\$4,200.00	\$4,200.00	100.0%	\$0.00
A-11	Install 4x5 sidewalk	SF	1,550	\$4.00	\$6,200.00	1550.00		\$6,200.00	\$6,200.00	100.0%	\$0.00
A-12	Signs	EA	3	\$300.00	\$900.00	1.00		\$300.00	\$300.00	33.3%	\$600.00
Total Base Bid					\$152,168.00						

Item		Qty	Unit	Bid Value	Qty This Prd	Prev Qty	Value This Prd	Total Completed and Stored to Date	% Compl	Balance to Finish	
Bid Item No.	Description										
A-1	Grinding	6,144	SF	\$0.70	6144.00		\$4,300.80	\$4,300.80	100.0%	\$0.00	
A-2	2" Overlay	42,664	SF	\$1.20			\$0.00	\$0.00	0.0%	\$51,196.80	
A-3	Raised X-walk	1	EA	This item has been moved to the Base Bid							
A-4	Raise Manholes	2	EA	\$400.00			\$0.00	\$0.00	0.0%	\$800.00	
A-5	Raise Valve Box	2	EA	\$400.00			\$0.00	\$0.00	0.0%	\$800.00	
A-6	Yellow Skip Line	1,316	LF	\$0.80			\$0.00	\$0.00	0.0%	\$1,052.80	
A-7	Paint X-walk Marguerite	1	EA	This item has been moved to the Base Bid							
A-8	Paint STOP Magurite	1	EA	\$125.00			\$0.00	\$0.00	0.0%	\$125.00	
A-9	Traffic Control	1	LS	\$2,850.00	0.50		\$1,425.00	\$1,425.00	50.0%	\$1,425.00	
A-10	Curb for new sidewalk	1,680	SF	This item has been moved to the Base Bid							
A-11	Install 4x5 sidewalk	1,550	SF	This item has been moved to the Base Bid							
A-12	Signs	3	EA	This item has been moved to the Base Bid							
Total Additive Bid				\$61,125.40			\$93,149.80	\$93,149.80		\$120,143.60	

Base Bid	\$152,168.00
Additive Bid	\$61,125.40
Total Project Bid	\$213,293.40

**ITEM NO.: G-13
APPROVE PROGRESS PAY ESTIMATE NO. 3
IN THE AMOUNT OF \$446,517.15 TO TRENT
CONSTRUCTION FOR THE CORNING
COMMUNITY PARK PROJECT, PHASE 1**

JULY 9, 2013

TO: CITY COUNCIL OF THE CITY OF CORNING, CALIFORNIA
FROM: JOHN L. BREWER, AICP; CITY MANAGER *JB*
PATRICK WALKER, PUBLIC WORKS DIRECTOR *PW*
ED ANDERSON, CITY ENGINEER

SUMMARY:

Attached for City Council review is a copy of the Progress Pay Estimate No. 3 for Phase 1 of the Corning Community Park Project which is now under construction. City Engineer Ed Anderson has reviewed and concurs with the payment request submitted by the project contractor Kendel Trent.

Trent Construction, Inc. has submitted a partial payment request for \$446,517.15 for the Corning Community Park Project. The Pay Estimate lists the original contract amount, any change orders/adjustments, work completed to date, retention amount due to Trent Construction, Inc.

Original Construction Contract:	\$1,843,346.20
<u>PPE No. 1</u>	
Work Completed	\$ 108,948.74
Retention to be held (5%)	<u>\$ 5,447.44</u>
Amount paid to Contractor	\$ 103,501.30
<u>PPE No. 2</u>	
Work Completed	\$ 220,944.28
Retention to be held (5%)	<u>\$ 11,047.21</u>
Amount paid to Contractor	\$ 209,897.07
<u>PPE No. 3</u>	
Work Completed	\$ 446,517.15
Retention to be held (5%)	<u>\$ 22,325.86</u>
Amount due to Contractor	\$ 424,191.29

BACKGROUND:

The Corning Community Park Project, Phase 1 was awarded to Trent Construction, Inc. at the March 12, 2013 City Council Meeting. The Project and the Contract for development of Phase 1 approved by Council at that time includes:

- Skate/Bike Park Base Bid,
- Landscape & Irrigation Base Bid with Seed Alternate (Alt-1)
- Additive Bid Items 1 through 9,
- Civil Base Bid (C-1 through 67), and
- Civil Additive Bid Items (C-Add. 1 through 4)

The Project may require the implementation of a Rain Event Action Plan (REAP). If it does, the costs included as the Supplemental Bid (Items C-67A through H) will become applicable. The Stormwater Pollution Prevention Plan (SWPPP) is being monitored by Quality Stormwater Practitioner/Developer Kristi Rose of Santos Excavating, Inc., Chico.

FINANCIAL:

The primary funding source for the new park project is the Prop. 84 Funds received through the State of California Parks and Recreations Grant. The grant cannot fund any of the contracted "offsite" improvements.

Account No.	Amount
354-6335-9025 (Prop 84 Park Construction)	\$1,797,990.70
355-6337-9025 (Offsite Park Development)	\$45,355.50
Total Contract Amount:	\$1,843,346.20

RECOMMENDATION:

That the Mayor and City Council:

- **Approve Progress Pay Estimate No. 3 in the amount of \$446,517.15,**
- **Retain the 5% contract retention of \$22,325.86, and**
- **Issue payment in the amount of \$424,191.29 to Trent Construction, Inc. for the Corning Community Park Project, Phase 1**

PARTIAL PAYMENT ESTIMATE

Corning Community Park Project, Phase 1

Progress Payment Estimate No. 3

OWNER:

City of Corning

CONTRACTOR:

Trent Construction, Gerber, CA

PERIOD OF ESTIMATE:

From: 6/1/2013 thru 6/30/2013

CONTRACT CHANGE ORDER SUMMARY**ESTIMATE**

No.	Approval Date	Amount			
		Additions	Deductions		
(Pending)				1. Original Contract	<u>\$1,843,346.20</u>
				2. Change Orders	<u>\$0.00</u>
				3. Revised Contract (1+2)	<u>\$1,843,346.20</u>
				4. Work Completed	<u>\$776,410.17</u>
				5. Stored Materials	<u>\$0.00</u>
				6. Subtotal (4+5)	<u>\$776,410.17</u>
				7. Retainage5%	<u>\$38,820.51</u>
				8. Previous Payments	<u>\$313,398.37</u>
				9. Amount Due (6-7-8)	<u>\$424,191.29</u>
TOTALS					
NET CHANGE					

CONTRACT TIMEOriginal (days) 270

Revised:

Remaining: 201On Schedule Yes NoStarting Date: 4/22/2013Projected Completion: 12/24/2013**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: _____

City Engineer: _____

By Kendel TrentBy Ed Anderson

Date _____

Date: _____

APPROVED BY OWNER:

Owner _____

By John L. Brewer, AICP, City Manager

Date _____

Progress Estimate #3

Owner: City of Corning		Period Covered: 6/1/2013 thru 6/30/2013									
Contractor: Kendel Trent Construction, Inc.											
Bid Item No.	Description	Unit	Bid Qty	Unit Price	Bid Value	Qty This Prd	Prev Qty	Value This Prd	Total Completed and Stored to Date	% Compl	Balance to Finish
SBP-1	Construct	LS	1	\$783,443.70	\$783,443.70	0.35	0.05	\$274,205.30	\$313,377.48	40.0%	\$470,066.22
SBP-2	Catch Basin	EA	11	\$892.00	\$9,812.00		11.00	\$0.00	\$9,812.00	100.0%	\$0.00
SBP-3	Stormdrain Pipe 8"	LF	476	\$17.20	\$8,187.20		476.00	\$0.00	\$8,187.20	100.0%	\$0.00
LS-1	Finish LS/ir areas	LS	1	\$16,950.00	\$16,950.00			\$0.00	\$0.00	0.0%	\$16,950.00
LS-2	Irrigation System	LS	1	\$79,100.00	\$79,100.00			\$0.00	\$0.00	0.0%	\$79,100.00
LS-3	Plantings	LS	1	\$30,510.00	\$30,510.00			\$0.00	\$0.00	0.0%	\$30,510.00
LS-4	Bark	LS	1	\$8,938.30	\$8,938.30			\$0.00	\$0.00	0.0%	\$8,938.30
LS-5	Sod Not Awarded										
LS-6	Top Soil	LS	1	\$3,955.00	\$3,955.00			\$0.00	\$0.00	0.0%	\$3,955.00
LS-7	120-day Maintenance	LS	1	\$7,910.00	\$7,910.00			\$0.00	\$0.00	0.0%	\$7,910.00
LS-8	Closeout Documents	LS	1	\$678.00	\$678.00			\$0.00	\$0.00	0.0%	\$678.00
Alt-1	Alternate with Seed	LS	1	\$11,300.00	\$11,300.00			\$0.00	\$0.00	0.0%	\$11,300.00
Add-1	Entrance Sign	LS	1	\$20,340.00	\$20,340.00			\$0.00	\$0.00	0.0%	\$20,340.00
Add-2	Type 'A' Bollards	EA	26	\$342.40	\$8,902.40	3.90		\$1,335.36	\$1,335.36	15.0%	\$7,567.04
Add-3	Type 'B' Bollards	EA	16	\$1,599.00	\$25,584.00	8.16		\$13,047.84	\$13,047.84	51.0%	\$12,536.16
Add-4	Drinking Fountains	EA	2	\$3,344.80	\$6,689.60	1.40		\$4,682.72	\$4,682.72	70.0%	\$2,006.88
Add-5	BBQ	EA	7	\$565.00	\$3,955.00	3.92		\$2,214.80	\$2,214.80	56.0%	\$1,740.20
Add-6	Benches	EA	15	\$565.00	\$8,475.00			\$0.00	\$0.00	0.0%	\$8,475.00
Add-7	Benches	EA	3	\$2,034.00	\$6,102.00			\$0.00	\$0.00	0.0%	\$6,102.00
Add-8	Trash Receptacles	EA	15	\$791.00	\$11,865.00			\$0.00	\$0.00	0.0%	\$11,865.00
Add-9	Picnic Tables	EA	17	\$847.50	\$14,407.50			\$0.00	\$0.00	0.0%	\$14,407.50
C-1	Demo	LS	1	\$25,651.00	\$25,651.00		1.00	\$0.00	\$25,651.00	100.0%	\$0.00
C-2	Clearing & Grubbing	LS	1	\$40,877.80	\$40,877.80		1.00	\$0.00	\$40,877.80	100.0%	\$0.00
C-3	Stormdrain/Catch Basin	EA	9	\$1,249.80	\$11,248.20	9.00		\$11,248.20	\$11,248.20	100.0%	\$0.00
C-4	Stormdrain Pipe - 8"	LF	205	\$19.00	\$3,895.00		205.00	\$0.00	\$3,895.00	100.0%	\$0.00
C-5	Stormdrain Pipe - 10"	LF	116	\$19.00	\$2,204.00		116.00	\$0.00	\$2,204.00	100.0%	\$0.00

Corning Community Park Project, Phase 1

Bid Item No.	Item		Bid Qty	Unit Price	Bid Value	Qty This Prd	Prev Qty	Value This Prd	Total Completed and Stored to Date	% Compl	Balance to Finish
	Description	Unit									
C-6	Stormdrain Pipe - 12"	LF	414	\$19.00	\$7,866.00		414.00	\$0.00	\$7,866.00	100.0%	\$0.00
C-7	Infiltrator Pipe	LF	324	\$18.70	\$6,058.80		324.00	\$0.00	\$6,058.80	100.0%	\$0.00
C-8	Concrete Headwall	EA	1	\$3,258.40	\$3,258.40			\$0.00	\$0.00	0.0%	\$3,258.40
C-9	Sewer Lateral - 6"	LF	235	\$14.10	\$3,313.50		235.00	\$0.00	\$3,313.50	100.0%	\$0.00
C-10	Cleanout - 6"	EA	2	\$212.50	\$425.00			\$0.00	\$0.00	0.0%	\$425.00
C-11	Sidewalk	SF	12900	\$4.30	\$55,470.00		9030	\$38,829.00	\$47,149.50	85.0%	\$8,320.50
C-12	Pathway	SF	4640	\$2.90	\$13,456.00			\$0.00	\$0.00	0.0%	\$13,456.00
C-13	Multi-purpose Court	LS	1	\$45,135.10	\$45,135.10		0.10	\$4,513.51	\$40,621.59	90.0%	\$4,513.51
C-14	Street Barricade	EA	1	\$1,717.60	\$1,717.60			\$0.00	\$0.00	0.0%	\$1,717.60
C-15	Water Line 1.5" PVC	LF	20	\$230.60	\$4,612.00		20.00	\$4,612.00	\$4,612.00	100.0%	\$0.00
C-16	Irrigation 4" PVC	LF	20	\$230.60	\$4,612.00			\$0.00	\$0.00	0.0%	\$4,612.00
C-17	Water Line 1.5" PVC	LF	667	\$29.30	\$19,543.10		633.65	\$0.00	\$18,565.95	95.0%	\$977.16
C-18	Water Line 1.5" PVC	LF	83	\$19.40	\$1,610.20		74.70	\$1,449.18	\$1,449.18	90.0%	\$161.02
C-19	Conduit 2" - trench	LF	667	\$29.30	\$19,543.10		66.70	\$1,954.31	\$15,634.48	80.0%	\$3,908.62
C-20	Conduit 2"	LF	52	\$19.40	\$1,008.80		36.40	\$706.16	\$706.16	70.0%	\$302.64
C-21	Electrical Pull Boxes	EA	5	\$1,040.30	\$5,201.50		3.50	\$3,641.05	\$3,641.05	70.0%	\$1,560.45
C-22	Conduit 4" Toomes Ave	LF	80	\$71.90	\$5,752.00		80.00	\$5,752.00	\$5,752.00	100.0%	\$0.00
C-23	Booster Pump 3"	EA	1	\$30,962.00	\$30,962.00			\$0.00	\$0.00	0.0%	\$30,962.00
C-24	Back Flow Device 3"	EA	1	\$8,345.10	\$8,345.10			\$0.00	\$0.00	0.0%	\$8,345.10
C-25	Base Rock 650 ton	SF	17397	\$1.10	\$19,136.70		13918	\$15,309.36	\$15,309.36	80.0%	\$3,827.34
C-26	A/C 2" - 220 ton	SF	17397	\$1.60	\$27,835.20			\$0.00	\$0.00	0.0%	\$27,835.20
C-27	Parking Lot Curb	LF	734	\$19.30	\$14,166.20		734.00	\$0.00	\$14,166.20	100.0%	\$0.00
C-28	Parking Lot Striping	LF	1210	\$1.10	\$1,331.00			\$0.00	\$0.00	0.0%	\$1,331.00
C-29	Parking Lot Arrows	EA	5	\$33.90	\$169.50			\$0.00	\$0.00	0.0%	\$169.50
C-30	Aceess Symbol	EA	2	\$39.60	\$79.20			\$0.00	\$0.00	0.0%	\$79.20
C-31	Parking Lot Stall	EA	2	\$197.80	\$395.60			\$0.00	\$0.00	0.0%	\$395.60
C-32	Tow Away Sign	EA	1	\$226.00	\$226.00			\$0.00	\$0.00	0.0%	\$226.00
C-33	Truncated Dome	EA	1	\$1,614.80	\$1,614.80		1.00	\$1,614.80	\$1,614.80	100.0%	\$0.00
C-34	Parking Stall Slab	SF	696	\$6.50	\$4,524.00		661.20	\$4,297.80	\$4,297.80	95.0%	\$226.20
C-35	Saw Cut Pavement	LF	590	\$4.10	\$2,419.00		590.00	\$2,419.00	\$2,419.00	100.0%	\$0.00
C-36	Base Rock 50 ton	SF	940	\$4.50	\$4,230.00			\$0.00	\$0.00	0.0%	\$4,230.00
C-37	A/C 2" - 12 ton	SF	940	\$4.90	\$4,606.00			\$0.00	\$0.00	0.0%	\$4,606.00
C-38	Curb & Guttier - Toomes	LF	365	\$22.50	\$8,212.50		365.00	\$8,212.50	\$8,212.50	100.0%	\$0.00

Corning Community Park Project, Phase 1

Bid Item No.	Item Description	Unit	Bid Qty	Unit Price	Bid Value	Qty This Prd	Prev Qty	Value This Prd	Total Completed and Stored to Date	% Compl	Balance to Finish
C-39	Sidewalk on Toomes	SF	305	\$4.60	\$1,403.00	305.00		\$1,403.00	\$1,403.00	100.0%	\$0.00
C-40	Relocate St Light Pole	EA	1	\$1,452.10	\$1,452.10			\$0.00	\$0.00	0.0%	\$1,452.10
C-41	Traffic Control	LS	1	\$3,616.00	\$3,616.00	0.80		\$2,892.80	\$2,892.80	80.0%	\$723.20
C-42	Drop Inlet Standard-6	EA	3	\$1,767.50	\$5,302.50	3.00		\$5,302.50	\$5,302.50	100.0%	\$0.00
C-43	Drop Inlet Standard-7	EA	1	\$1,767.50	\$1,767.50	1.00		\$1,767.50	\$1,767.50	100.0%	\$0.00
C-44	Storm Drain Pipe 12"	LF	36	\$29.40	\$1,058.40		36.00	\$0.00	\$1,058.40	100.0%	\$0.00
C-45	Storm Drain Pipe 15"	LF	70	\$25.40	\$1,778.00		70.00	\$0.00	\$1,778.00	100.0%	\$0.00
C-46	Drop Inlet on Toomes	EA	1	\$452.00	\$452.00	1.00		\$452.00	\$452.00	100.0%	\$0.00
C-47	Sidewalk on Fig Ln	SF	1268	\$7.10	\$9,002.80	1268		\$9,002.80	\$9,002.80	100.0%	\$0.00
C-48	Driveway on Fig Ln	SF	300	\$5.40	\$1,620.00	300.00		\$1,620.00	\$1,620.00	100.0%	\$0.00
C-49	C&G on Fig Ln	LF	592	\$23.10	\$13,675.20	296.00	296.00	\$6,837.60	\$13,675.20	100.0%	\$0.00
C-50	Depressed C&G - Fig Ln	LF	60	\$23.80	\$1,428.00	60.00		\$1,428.00	\$1,428.00	100.0%	\$0.00
C-51	White Striping	LF	320	\$4.50	\$1,440.00			\$0.00	\$0.00	0.0%	\$1,440.00
C-52	White Arrows	EA	7	\$208.00	\$1,456.00			\$0.00	\$0.00	0.0%	\$1,456.00
C-53	Base Rock 585 ton	SF	11650	\$1.10	\$12,815.00	10485		\$11,533.50	\$11,533.50	90.0%	\$1,281.50
C-54	A/C 2" - 150 ton	SF	11650	\$1.60	\$18,640.00			\$0.00	\$0.00	0.0%	\$18,640.00
C-55	Ped Ramp	EA	1	\$1,614.80	\$1,614.80	1.00		\$1,614.80	\$1,614.80	100.0%	\$0.00
C-56	Restroom	LS	1	\$106,892.40	\$106,892.40			\$0.00	\$0.00	0.0%	\$106,892.40
C-57	Abadon Well	LS	1	\$1,695.00	\$1,695.00		1.00	\$0.00	\$1,695.00	100.0%	\$0.00
C-58	Chain Link Fence	LF	2445	\$15.60	\$38,142.00		2445.00	\$0.00	\$38,142.00	100.0%	\$0.00
C-59	Wood Fence	LF	474	\$37.30	\$17,680.20			\$0.00	\$0.00	0.0%	\$17,680.20
C-60	Gazebo Footings	LS	1	\$13,423.00	\$13,423.00		1.00	\$0.00	\$13,423.00	100.0%	\$0.00
C-61	Excavate Play area	LS	1	\$7,155.20	\$7,155.20	0.05	0.95	\$357.76	\$7,155.20	100.0%	\$0.00
C-62	Playground Curb	LF	236	\$30.80	\$7,268.80		236.00	\$0.00	\$7,268.80	100.0%	\$0.00
C-63	Handicap Ramp	EA	2	\$1,130.00	\$2,260.00	2.00		\$2,260.00	\$2,260.00	100.0%	\$0.00
C-64	Electrical Service	LS	1	\$3,988.90	\$3,988.90			\$0.00	\$0.00	0.0%	\$3,988.90
C-65	Footing/Anchor Bolts	EA	8	\$430.90	\$3,447.20			\$0.00	\$0.00	0.0%	\$3,447.20
C-66	Excavate & Disposal	LS	1	\$11,051.40	\$11,051.40		1.00	\$0.00	\$11,051.40	100.0%	\$0.00
C-67	SWPPP	LS	1	\$3,963.00	\$3,963.00		1.00	\$0.00	\$3,963.00	100.0%	\$0.00

Corning Community Park Project, Phase 1

Item		Unit	Bid Qty	Unit Price	Bid Value	Qty This Prd	Prev Qty	Value This Prd	Total Completed and Stored to Date	% Compl	Balance to Finish
Bid Item No.	Description										
C-Add 1	Sidewalk	SF	1748	\$3.60	\$6,292.80			\$0.00	\$0.00	0.0%	\$6,292.80
C-Add 2	Wood Barrier	LF	357	\$37.30	\$13,316.10			\$0.00	\$0.00	0.0%	\$13,316.10
C-Add 3	Bin Enclosure	LS	1	\$10,881.90	\$10,881.90			\$0.00	\$0.00	0.0%	\$10,881.90
C-Add 4	Dual Solar Lights	EA	8	\$4,943.80	\$39,550.40			\$0.00	\$0.00	0.0%	\$39,550.40
Total:					\$1,843,346.20			\$446,517.15	\$776,410.17	42.1%	\$1,066,936.04

Rain Event Action Plan (REAP)

C-67A	Storm Water Sampling	LS	0	\$300.00	\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00
C-67B	Storm Water Ann Rpt	LS	0	\$1,800.00	\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00
C-67C	REAP	LS	0	\$120.00	\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00
C-67D	Constr BMP Entrance	LS	0	\$1,375.00	\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00
C-67E	Constr BMP Dam	LF	0	\$40.00	\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00
C-67F	Constr BMP Berm	LF	0	\$10.00	\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00
C-67G	Constr BMP Fiber Roll	LF	0	\$4.00	\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00
C-67H	Hydro Seed Erosion	LF	0	\$1.00	\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00