



**CITY OF CORNING
CLOSED SESSION AGENDA
TUESDAY, OCTOBER 22, 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: None.

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
Management, Dispatch and Public Safety Units**

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.

Lisa M. Linnet, City Clerk

POSTED: OCTOBER 18, 2013



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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: October 23 – 30, 2013 as "City of Corning Red Ribbon Week".** Al Bordeau and representatives from the Tehama County Young Marines will be present to accept the Proclamation.
- 2. Proclamation: November 4th – November 10th, 2013, Veterans of Foreign Wars "2013 Buddy Poppy Sales Days".** Present to accept the Proclamation will be Jim Darrow, Post 4218 VFW President and Lorrie Raymond, VFW Auxiliary.

F. BUSINESS FROM THE FLOOR:

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.

- 3. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 4. Waive the reading and approve the Minutes of the October 8, 2013 City Meeting with any necessary corrections.**
- 5. October 16, 2013 Claim Warrant - \$358,481.49.**
- 6. October 16, 2013 Business License Report.**
- 7. Authorization for additional expenditures for TIDE vehicle after-market equipment.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

J. REGULAR AGENDA:

8. Accept proposal from Holdrege & Kull for consulting geotechnical services for Phase II of the Corning Community Park at a cost not to exceed \$12,625.30, and pending endorsement of City Attorney, approve contract.
9. Approve Land Lease Agreement with Corning Union High School for 1.5 acres of City property located on Blackburn Avenue, Assessor's Parcel Number 75-080-29 for Solar Arrays.
10. Approve Progress Pay Estimate No. 7 in the amount of \$186,662.12 to Trent Construction for the Corning Community Park Project, Phase I.

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!:

Lisa M. Linnet, City Clerk

POSTED: FRIDAY, OCTOBER 18, 2013

**PROCLAMATION
RED RIBBON WEEK
OCTOBER 23-30, 2013**

WHEREAS, Cities across California have been plagued by the numerous problems associated with alcohol, tobacco and other drug use; and

WHEREAS, the Red Ribbon Week theme adopted by Tehama County; "The Best Me Is Drug Free" highlights the hope that lies in the hard work and determination of our communities to create a drug free environment; and

WHEREAS, local leaders in government and the community realize the support of people in the neighborhoods is the most effective tool to reduce the use of alcohol, tobacco, and other drugs by our citizens; and

WHEREAS, success will not occur overnight, our patience and continued commitment to drug education and prevention are imperative; and

WHEREAS, the red ribbon was chosen as a symbol commemorating the work of Drug Enforcement Administration Agent Enrique "Kiki" Camarena, murdered in the line of duty. He has come to represent the belief that one person **CAN** make a difference.

WHEREAS, the Red Ribbon Campaign was established by Congress in 1988 to promote this belief and encourage a drug-free lifestyle and involvement in drug prevention efforts; and

WHEREAS, the National Young Marines Program support and actively participates in spreading the anti-drug message throughout their communities, and in 2012 they received the Secretary of State Fulcrum Shield Award from the Department of Defense for these efforts; and

WHEREAS, October 23-30, 2013 has been designated Red Ribbon Week calling on all Tehama County residents to show their support for a drug-free community by wearing a red ribbon and participating in drug-free activities during that week;

NOW, THEREFORE BE IT RESOLVED, that I, Gary R. Strack, as Mayor of the City of Corning, **DO HEREBY PROCLAIM OCTOBER 23-30, 2013 AS "RED RIBBON WEEK"** and encourage all citizens to participate in alcohol, tobacco and other drug prevention programs and activities, making a visible statement that we are strongly committed to a drug-free community.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 22nd day of October 2013.

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

**PROCLAMATION
VETERANS OF FOREIGN WARS
"2013 BUDDY POPPY SALES DAYS"
NOVEMBER 4th - NOVEMBER 10, 2013**

WHEREAS, the annual sale of Buddy Poppies by the Veterans of Foreign Wars of the United States have been officially recognized and endorsed by government leaders since 1922; and

WHEREAS, V F W Buddy Poppies are assembled by disabled veterans and the proceeds of this worthy fund-raising campaign are used exclusively for the benefit of disabled and needy veterans, and the widows and orphans of deceased veterans.

WHEREAS, the basic purpose of the annual sale of Buddy Poppies by the Veterans of Foreign Wars and their associated Auxiliary is eloquently reflected in the desire to "Honor the Dead by Helping the Living";

NOW, THEREFORE I, Gary R. Strack, as Mayor of the City of Corning, **DO HEREBY PROCLAIM NOVEMBER 4th - NOVEMBER 10, 2013 as "2013 BUDDY POPPY SALES DAYS"** in the City of Corning. I encourage the citizens of Corning to support our Veterans through the purchase of Buddy Poppies on the days set aside for the distribution of these symbols of appreciation for the sacrifices of our honored dead. I also urge all patriotic citizens to wear a Buddy Poppy as mute evidence of our gratitude to the men and women of this Country who have risked their lives in defense of the freedoms that we continue to enjoy daily as American Citizens.

BE IT FURTHER RESOLVED, that I encourage all members of the Community to show their support of our Veterans by attending the Veteran's Day Parade on Monday, November 11, 2013 at 10:30 a.m. The Parade begins on Solano Street at City Hall and ends at the Veterans Memorial Hall at the corner of Solano Street and Houghton Avenue.

IN WITNESS WHEREOF, I have hereunto set my hand and cause the Great Seal of the City of Corning to be affixed this 22nd day of October 2013.

Gary R. Strack, Mayor

ATTEST:

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CLOSED SESSION MINUTES
TUESDAY, OCTOBER 8, 2013
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

B. ROLL CALL:

Council:

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

Mayor:

All members of the City Council were present.

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: None.

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
Management, Dispatch and Public Safety Units**
- 2. CONFERENCE WITH LEGAL COUNCIL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to subdivision (c) of Section 54956.9 of the
Government Code. (1 potential case)**

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

Mayor Strack announced that Council met in Closed Session on the two agenda items and he reported that on items:

1. Council met with the City's Labor Negotiator and gave him direction; and
2. Council received a status update on the potential litigation from the City Manager and City Attorney.

F. ADJOURN TO REGULAR MEETING OF THE CITY COUNCIL: 7:31 p.m.

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL MINUTES
TUESDAY, OCTOBER 8, 2013
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A. CALL TO ORDER: 7:31 p.m.

B. ROLL CALL:

Council:

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

Mayor:

All members of the City Council were present.

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

D. INVOCATION: Led by 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: October 20 – 26, 2013 as “Western Open Fiddle Week”. Co-Chairman Tex Ash, Pat Scott and Rich Reynolds were present to accept the Proclamation and played three tunes for the Council and audience. Mr. Ash invited everyone to attend the Western Open Fiddle Championships to be held at the Tehama District Fairgrounds in Red Bluff on October 24 -26, 2013.

2. Proclamation: October 17, 2013 “Lights on After School Day”. Beth Birk, Tehama County Department of Education’s Recreation Specialist was present to accept the Proclamation from Mayor Strack. Ms. Birk announced the upcoming activities planned to commemorate “Lights on After School”.

F. BUSINESS FROM THE FLOOR:

Dale McFall, Ranchers Deli and Meats owner announced that he would like to have a Grand Opening in about 3 weeks dependant upon the weather and would like permission to block off a section of the street. Mayor Strack directed him to schedule a meeting with the City’s Public Works Director and Police Chief to discuss. City Manager Brewer inquired as to the potential date; Mr. McFall responded stating possibly November 2nd.

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.

3. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
4. Waive the reading and approve the Minutes of the September 24, 2013 City Council Meeting with any necessary corrections.
5. October 2, 2013 Claim Warrant - \$289,913.18.
6. September 2013 Wages and Salaries: \$332,732.25.
7. October 2, 2013 Business License Report.
8. September 2013 Building Permit Valuation Report - \$280,435.00.
9. September 2013 Treasurer's Report.

10. City of Corning Wastewater Operations Summary Report for September 2013.

Councilor Dickison moved to approve Consent Items 3-10. Councilor Smith seconded the motion.

Ayes: Strack, Dickison, Linnet, Cardenas and Smith. Opposed/Absent/Abstain: None.

Motion was approved by a 5-0 vote.

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None.

I. PUBLIC HEARINGS AND MEETINGS: None.

J. REGULAR AGENDA:

11. Approve Contract Change Order No. 3 in the amount of \$12,583.30 increasing the Corning Community Park Phase I Project total project cost to \$1,892,090.50; and approve Progress Pay Estimate No. 6 to Trent Construction in the amount of \$198,855.82 for the Corning Community Park Phase 1 Project.

Councilor Cardenas moved to approve:

- Contract Change Order #3 increasing the Corning Community Park, Phase I Project by \$12,583.30 for a project cost of \$1,892,090.50;
- Approve Progress Pay Estimate No. 6 in the amount of \$198,855.82;
- Retain the 5% contract retention in the amount of \$9,942.79; and
- Issue payment in the amount of \$188,913.03 to Trent Construction, Inc. for the Corning Community Park Project, Phase 1.

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

12. Approve appropriation of \$4,000 from Fund 341-4127 (Parkland Development Improvement Fund) to Fund 3001 (St. Projects) for Slurry Seal application on Toomes Avenue from south end of Jewett Creek Bridge to Fig Lane.

Councilor Smith moved to authorize:

- Installation of a slurry seal coat and lane divider on Toomes Avenue, between Fig Lane and the south side of the Jewett Creek Bridge at a cost of \$4,000; and
- Appropriation and transfer of \$4,000 from the Parkland Development Improvement Fund 341-4127 to Street Projects Fund 3001.

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

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

L. COMMUNICATIONS, CORRESPONDENCE AND INFORMATION: None.

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

Dickison: Stated she would be attending the LAFCO meeting tomorrow afternoon; and on Friday there will be a tailgate "Food Giveaway" from 9 a.m. to 2 p.m. at New Life Assembly sponsored by the Community Action Agency with the food supplied by Food Link.

Linnet: Announced the next "Pay it Forward" project will begin at 8:00 a.m. on Saturday morning; the Tehama County Sanitary Landfill Meeting will be held in the Council Chambers here tomorrow at 6:00 p.m. and there will be a "Waste Tire", car and pick-up event here on January 18th, they are trying to get a tractor tire drop off scheduled in February, they are trying to get one here in the south county. Tagging occurred in four places in town that were covered today.

Cardenas: Announced he had attended the Chamber of Commerce Board of Directors meeting today and they are actively seeking input for Business/Business Person of the Year. He also attended the Tehama First Five meeting today (relating to where tobacco tax dollars are spent), they focus on children ages 0-5. In Corning they have been gathering information since 2007-2008 about how preschool age children's health needs were being met. They reported today, in Corning as of 2012, children entering kindergarten, 96% of children had health insurance, 97% had physical exams prior to entering kindergarten, and 98% had oral exams.

Smith: Nothing

Strack: Announced he had attended a meeting with the soccer organization here in town to obtain input on the second phase of the Park. At that meeting they asked the Public Works Director about closing the Street (Fig Lane between Olive View and Maywood School) for a soccer tournament this weekend where 11 teams will compete. He then asked Police Chief Atkins how the City will address and control the issue of the homeless people in our parks (specifically Martini Plaza and the new park). City Attorney Jody Burgess stated that he is working on this and can prepare a report. Mayor Strack asked Jody to work with Public Works and the Police Chief on this issue. Councilor Linnet stated that he has discussed with the City Attorney regarding a one hour use time restriction and the City Attorney stated something like that is possible. Mayor Strack stated that we need to ensure that the City has the resources to enforce any new regulations.

N. ADJOURNMENT!: 8:10 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING ASSISTANT

DATE: October 16, 2013

SUBJECT: Cash Disbursement Detail Report for the
Tuesday, October 22, 2013 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 10-08-13	\$306,580.01
B.	Cash Disbursements	Ending 10-14-13	\$50,248.56
C.	Cash Disbursements	Ending 10-16-13	\$1652.92
GRAND TOTAL			<u>\$358,481.49</u>

REPORT.: Oct 10 13 Thursday
 RUN...: Oct 10 13 Time: 07:43
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 10-13 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
017299	10/08/13	ACC00	ACCESS INFORMATION	179.76	.00	179.76	N167397	EQUIP.MAINT - GEN/CITY
017300	10/08/13	ARA02	ARAMARK UNIFORM SERVICES	53.56	.00	53.56	2493587	Mat/Supplies - BLDG.MAINT
				53.56	.00	53.56	2507214	Mat/Supplies - BLDG.MAINT
				53.56	.00	53.56	2522618	Mat/Supplies - BLDG.MAINT
				53.56	.00	53.56	2537392	Mat/Supplies - BLDG.MAINT
				53.56	.00	53.56	2551932	Mat/Supplies - BLDG.MAINT
				53.56	.00	53.56	2566586	Mat/Supplies - BLDG.MAINT
			Check Total.....	321.36	.00	321.36		
017301	10/08/13	ATT02	AT&T	1120.22	.00	1120.22	130925	COMMUNICATIONS -
017302	10/08/13	ATT14	AT&T	161.18	.00	161.18	130923F	Communications -
017303	10/08/13	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	1309430	ProfServices Water Dept
017304	10/08/13	BIG02	BIG VALLEY SANITATION II	75.00	.00	75.00	860457	CLEANING CONTRACT/ST MAIN
017305	10/08/13	CAL35	CALIFORNIA BUILDING STAND	64.80	.00	64.80	13-1004	SB 1473/BLDG & SAFETY
017306	10/08/13	CHE02	CHEM QUIP, INC.	1178.52	.00	1178.52	5259521	MAT & SUPPLIES - WTR
017307	10/08/13	CMI00	CMI, INC.	165.50	.00	165.50	792661	EQUIP MAINT - POLICE
017308	10/08/13	COR01	CORNING VETERINARY CLINIC	872.29	.00	872.29	40116	ProfServices ACO/CSO
				136.75	.00	136.75	40176	ProfServices ACO/CSO
			Check Total.....	1009.04	.00	1009.04		
017309	10/08/13	COR45	CORNING ACE HARDWARE	677.83	.00	677.83	130927	MAT & SUPPLIES -
017310	10/08/13	DAT03	DATCO SERVICES CORP	156.00	.00	156.00	7266133	DATCO DRUG & ALCOHOL TEST
017311	10/08/13	DEP12	DEPT OF JUSTICE	186.00	.00	186.00	993677	PROF SVCS - POLICE
017312	10/08/13	FIR05	FIRST NATIONAL BANK OMAHA	226.28	.00	226.28	130927	MAT/SUPPLIES -
017313	10/08/13	FIR06	FIRST NATIONAL BANK OMAHA	1215.83	.00	1215.83	130927	TRAINING/ED -
017314	10/08/13	FIR07	FIRST NATIONAL BANK OMAHA	571.32	.00	571.32	130927	MAT & SUPPLIES -
017315	10/08/13	GRA02	GRAINGER, W.W., INC	50.05	.00	50.05	925727188	MAT/SUPPLIES -
				48.32	.00	48.32	925769538	MAT/SUPPLIES -
				155.66	.00	155.66	926161249	MAT/SUPPLIES -
			Check Total.....	254.03	.00	254.03		
017316	10/08/13	HOL04	HOLIDAY MARKET #32	13.74	.00	13.74	473213107	Mat/Supplies BuildingMain

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CITY OF CORNING
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Check Number	Check Date	Vendor Number	Vendor Name	Gross Amount	Discount Amount	Net Amount	Invoice #	Payment Information Description
017317	10/08/13	LFB03	LIBERTEL	116.58	.00	116.58	196109	COMMUNICATIONS -
017318	10/08/13	MCC07	MCCOY'S HARDWARE & SUPPLY	330.16	.00	330.16	130927	MAT & SUPPLIES -
017319	10/08/13	MUN03	MUNNELL & SHERRILL, INC.	17.54	.00	17.54	068387	VEH OP/MAINT -
				43.55	.00	43.55	068410	SAFETY ITEMS -
			Check Total.....	61.09	.00	61.09		
017320	10/08/13	NOR03	NCCSIF	5411.00	.00	5411.00	2014024	General City
				1730.00	.00	1730.00	2014030	General City
				28337.25	.00	28337.25	2014055	General City
			Check Total.....	35478.25	.00	35478.25		
017321	10/08/13	NOR31	NORM'S PRINTING	121.84	.00	121.84	013178	PRINTING/ADV - POLICE
				57.04	.00	57.04	013186	PRINTING/ADV - POLICE
			Check Total.....	178.88	.00	178.88		
017322	10/08/13	PGE01	PG&E	7516.52	.00	7516.52	130929	ELECT - CLARK PARK WELL
017323	10/08/13	PGE03	PG&E	22.01	.00	22.01	131001	Mat/Supplies PoliceService
017324	10/08/13	PGE04	PG&E	485.57	.00	485.57	130929	TranspFacility
017325	10/08/13	PGE05	PG&E	1618.01	.00	1618.01	130926	FIRE - ELECTRIC & GAS
017326	10/08/13	PGE2A	PG&E	25.82	.00	25.82	130927	ELECT -
				78.32	.00	78.32	130929	ELECT -
				222.14	.00	222.14	130927A	ELECT -
			Check Total.....	326.28	.00	326.28		
017327	10/08/13	PIT03	PITNEY BOWES, INC	739.10	.00	739.10	659989	Office Supplies -
017328	10/08/13	QBE00	QBE THE AMERICAS	42.00	.00	42.00	131001	GEN INS - GEN/CITY
017329	10/08/13	REY01	REYNOLDS, DONALD C.P.A	3300.00	.00	3300.00	25276	PROF SRVCS - FINANCE
017330	10/08/13	SCH01	LES SCHWAB TIRE CENTER	56.25	.00	56.25	611000886	Veh Opr/Maint
				150.73	.00	150.73	611000888	Veh Opr/Maint
			Check Total.....	206.98	.00	206.98		
017331	10/08/13	SEV00	SEVERN TRENT ENVIRONMENTA	50398.92	.00	50398.92	2069658	PRETREATMENT PROG -
				7988.00	.00	7988.00	2069659	PROF SERVICES -
			Check Total.....	58386.92	.00	58386.92		
017332	10/08/13	TEH15	TEHAMA CO SHERIFF'S DEPT	171.50	.00	171.50	131007	PROF SVCS -

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017333	10/08/13	TRE00	TRENT CONSTRUCTION INC.	188913.03	.00	188913.03	13-1008	PROP84 CONST/PARK DEV
017334	10/08/13	TRI02	TRI-COUNTY NEWSPAPERS	256.43	.00	256.43	160114	Print/Advert. City Clerk
				87.62	.00	87.62	160126	GRANT/CITY WATCH - GEN PL
Check Total.....				344.05	.00	344.05		
017335	10/08/13	USA01	USA BLUE BOOK	517.25	.00	517.25	166906	WELL CLORINATOR/WTR CAP I
017336	10/08/13	WES02	WESTERN BUSINESS PRODUCTS	44.99	.00	44.99	040006	Equip.Maint. - FIRE
017337	10/08/13	XER00	XEROX CORPORATION	90.43	.00	90.43	070413337	EQUIP MAINT - POLICE
Cash Account Total.....				306580.01	.00	306580.01		
Total Disbursements.....				306580.01	.00	306580.01		

REPORT.: Oct 14 13 Monday
 RUN.....: Oct 14 13 Time: 16:17
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 10-13 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
017338	10/10/13	CALLA	CALKINS, LAURA	75.00	.00	75.00	131010	TRAINING/ED-POLICE
017339	10/10/13	WAR05	WARREN, DANA KARL	419.90	.00	419.90	131009	REC INSTRUCTOR-REC
017340	10/14/13	AIR00	AIRGAS USA, LLC	58.95	.00	58.95	991299482	MAT & SUPPLIES-FIRE
017341	10/14/13	ALL05	ALL METALS SUPPLY	122.02	.00	122.02	309535	MAT & SUPPLIES-STR
017342	10/14/13	BAS01	BASIC LABORATORY, INC	114.00	.00	114.00	1309716	ProfServices Water Dept
017343	10/14/13	CAS08	CASCADE FIRE EQUIPMENT	122.02	.00	122.02	54893	MAT & SUPPLIES-FIRE
017344	10/14/13	COR11	CORNING SAFE & LOCK	12.85	.00	12.85	4001	MAT & SUPPLIES-PARKS
017345	10/14/13	DAY03	DAY WIRELESS SYSTEMS {03}	27.61	.00	27.61	344942	VEH OP/MAINT-POLICE
017346	10/14/13	DEP12	DEPT OF JUSTICE	140.00	.00	140.00	998879	PROF SVCS-POLICE
017347	10/14/13	HEN03	HENRY SCHEIN INC.,	96.21	.00	96.21	249358301	SAFETY ITEMS-FIRE
017348	10/14/13	JAC02	JACOBUS, BOB	196.30	.00	196.30	100313481	SMALL TOOLS-MECH MAINT
			Check Total.....	390.28	.00	390.28		
017349	10/14/13	MOR02	RAY MORGAN COMPANY	478.52	.00	478.52	506902	COMMUNICATIONS-
017350	10/14/13	NOR31	NORM'S PRINTING	10.70	.00	10.70	013197	OFFICE SUPPLIES-CITY ADMI
017351	10/14/13	NSP00	NSP3	44088.00	.00	44088.00	14425	CAL RECYCLE GRANT-PARK DE
017352	10/14/13	RAD05	RADIO EXPRESS, INC.	2251.00	.00	2251.00	218248	EQUIP MAINT-FIRE
017353	10/14/13	RED00	RED BLUFF DAILY NEWS	109.63	.00	109.63	4993563	PROF SVCS-ENG
017354	10/14/13	ROB04	ROBBINS, RON	80.00	.00	80.00	131010	TRAINING/ED-ACO
017355	10/14/13	STA20	STANTEC ARCHITECTURE INC.	1651.87	.00	1651.87	727980	PROP 84 CONSTRUCTION-PARK

Cash Account Total.....: 50248.56
 Total Disbursements.....: 50248.56
 =====

REPORT.: Oct 16 13 Wednesday
 RUN....: Oct 16 13 Time: 15:42
 Run By.: LORI

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 10-13 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
017356	10/16/13	COM06	COMCAST	23.84	.00	23.84	131009	COMMUNICATIONS-PW ADMIN
017357	10/16/13	GRA02	GRAINGER, W.W., INC	319.80	.00	319.80	926400596	MAT & SUPPLIES-BLD MAINT
017358	10/16/13	MUN03	MUNNELL & SHERRILL, INC.	43.29	.00	43.29	069291	MNAT & SUPPLIES-
				25.22	.00	25.22	069294	MAT & SUPPLIES-STR
			Check Total.....	68.51	.00	68.51		
017359	10/16/13	MUT00	MUTUAL OF OMAHA	477.68	.00	477.68	131016	LIFE INSURANCE
017360	10/16/13	OFF01	OFFICE DEPOT	275.09	.00	275.09	676157387	Office Supplies Policedis
				104.50	.00	104.50	676167718	Office Supplies Policedis
			Check Total.....	379.59	.00	379.59		
017361	10/16/13	QUI02	QUILL CORPORATION	13.34	.00	13.34	6178865	OFFICE SUPPLIES-FINANCE
				140.06	.00	140.06	6185040	OFFICE SUPPLIES-FINANCE
			Check Total.....	153.40	.00	153.40		
017362	10/16/13	CAR12	CARREL'S OFFICE MACHINES	6.22	.00	6.22	120952	MAT & SUPPLIES-LIBRARY
017363	10/16/13	KIN01	KINNEY NURSERY & TOPSOIL	69.88	.00	69.88	131002	MAT & SUPPLIES-PARKS
017364	10/16/13	VAL07	VALLEY VETERINARY CLINIC,	154.00	.00	154.00	107204	K-9 PROGRAM-POLICE

Cash Account Total.....: 1652.92
 Total Disbursements.....: 1652.92
 =====

Date.: Oct 16, 2013
Time.: 3:53 pm
Run by: LORI

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWS
Group: WTFMB

Business Name	Address	CITY/STATE/ZIP	Contact Name	Business Desc. #1	Business Start Date	Primary Teleph
COTY'S CREATIONS	2071 SOLANO ST	CORNING, CA 96021	SOLORIO	CLOTHID CRAFTS STORE	10/10/13	(530) 824-4346
TONY'S AUTO MECHANIC	1113 SOLANO ST	CORNING, CA 96021	RUBALCAVA	ANTONIO MECHANIC, ELECTRIC, GENERAL	10/10/13	(650) 518-3838

**ITEM NO: G-7
AUTHORIZATION FOR
ADDITIONAL EXPENDITURES
OF TIDE VEHICLE AFTER-
MARKET EQUIPMENT
OCTOBER 22, 2013**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS
OF THE CITY OF CORNING**

FROM: JOHN L. BREWER, CITY MANAGER
DONALD R. ATKINS, CHIEF OF POLICE



SUMMARY:

On August 27, 2013, the Corning City Council granted approval to the Police Department for the purchase of a 2013 Ford Fusion from Corning Ford. This vehicle is for use by the officer assigned to TIDE and was purchased with funds provided from the California Board of State and Community Corrections (BSCC) through Proposition 30 monies.

Concurrently, approval was granted in the amount of \$1,000.00 for the required after-market equipment. The Police Department's original plan was to use the after-market equipment from the current TIDE vehicle, however this equipment was found unsuitable and new equipment has been ordered and installed.

FINANCIAL:

The Police Department is seeking approval to use a portion of the remaining Proposition 30 monies to pay for the additional cost of the required after-market equipment for the TIDE vehicle. The total cost of the after-market equipment and installation is \$2,954.14. Council had previously approved \$1,000.00 for this equipment. Therefore, the Police Department is seeking approval for expenditure of an additional \$1,954.14 of Proposition 30 monies.

RECOMMENDATION:

**MAYOR AND COUNCIL AUTHORIZE THE ADDITIONAL EXPENDITURES
TOTALING \$1,954.14 FROM ACCOUNT #073-8007-2114 FOR THE NEW TIDE VEHICLE
AFTER-MARKET EQUIPMENT AND INSTALLATION.**

CORNING POLICE DEPARTMENT
VEHICLE 229
AFTER-MARKET EQUIPMENT
EXPENSE BREAKDOWN

VENDOR	EQUIPMENT/LABOR	COST
Day Wireless	VHF low profile antenna	402.05
Day Wireless	Power cable w/ connector	27.61
Cop Shop Installations, Inc.	Siren Amplifier Pig w/ pigtail and switch, siren speaker, speaker bracket, strobe kit, LED system red/blue	998.48
Exotic Car Audio & Security	Install equipment including 2-way radio, hands free mic & foot pedal, red/blue LED's in headlights, 4-corner strobe, PA/siren speaker w/ controller, tint front & rear windows	1526.00
	TOTAL	2954.14

**ITEM NO: J-8
ACCEPT PROPOSAL FROM HOLDREGE &
KULL FOR CONSULTING GEOTECHNICAL
SERVICES FOR PHASE II OF CORNING
COMMUNITY PARK AT A COST NOT TO
EXCEED \$12,625.30, AND PENDING
ENDORSEMENT OF CITY ATTORNEY,
APPROVE CONTRACT**

October 22, 2013

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

SUMMARY:

A Geotechnical Engineer is needed to give a soil analysis for depth of sports field lighting footings and bridge abutments for Phase II of the Corning Community Park.

BACKGROUND:

City Engineer Ed Anderson is currently working on the plans for Phase II on the new park. Part of Phase II is to include the installation of a lighted sports field and the construction of a pedestrian footbridge. To proceed with the plans, it was deemed necessary by the City Engineer to hire the services of a Geotechnical Engineer to determine the required footing depth to support the light poles for the sports field and the pedestrian bridge that will cross Jewett Creek.

The work requested from the City will require the engineering firm to dig and/or drill to a depth that will ensure the location of stable soil for the footings. This could end up to be a depth of about 30 to 40 feet. Staff recognizes that the shallow levels are part of an old streambed consisting of gravel and is not stable. The light poles to be installed will be approximately 70 feet tall. Stable soil is required to ensure that these light poles will remain upright and withstand the different weather conditions and high winds we experience in this area. The bridge crossing Jewett Creek will require similar work and upon locating the required depths of stable soil for footings, Staff will note so we can install footings for the bridge to ensure when erosion occurs in the creek, the bridge abutments stay in place.

Requests for Proposals were sought from local geotechnical firms that could ensure completion of this work prior to the onset of the winter rains. The City received the following two proposals:

Holdrege & Kull Consulting Engineers/Geologists	\$12,625.30
SHN Consulting Engineers & Geologists, Inc.	\$15,000.00

RECOMMENDATION:

MAYOR AND COUNCIL:

- **ACCEPT PROPOSAL FROM HOLDREGE & KULL, CONSULTING ENGINEERS/GEOLOGISTS FOR GEOTECHNICAL SERVICES FOR AN AMOUNT NOT TO EXCEED \$12,625.30 FOR SOIL ANALYSIS FOR PHASE II OF CORNING COMMUNITY PARK; AND**
- **PENDING CITY ATTORNEY REVIEW AND APPROVAL, AUTHORIZE EXECUTION OF CONTRACT FOR SERVICES WITH HOLDREGE & KULL, CONSULTING ENGINEERS/GEOLOGISTS.**



HOLDREGE & KULL
CONSULTING ENGINEERS • GEOLOGISTS

August 28, 2013
Proposal No.: PC13.120

City of Corning
749 Third Street
Corning, California 96021

C/O Ed Anderson

REFERENCE: ***Corning Community Park, Phase 2***
Houghton Avenue and Fig Lane
Corning, Tehama County, California

SUBJECT: ***Proposal for Geotechnical Engineering Services***

Dear Mr. Anderson,

In accordance with your request, Holdrege & Kull (H&K) prepared this proposal to provide geotechnical engineering services for the development of the above referenced community park project. As part of our geotechnical engineering services, H&K will prepare a geotechnical engineering investigation report addressing the proposed soccer field light poles and foot/bicycle bridge improvements and present our findings, conclusions, and recommendations for earthwork grading and structural improvements. The following presents our understanding of the project and our proposed engineering services.

1.0 PROJECT DESCRIPTION

The City of Corning is developing a community park southwest of the intersection of Houghton Avenue and Fig Lane, in Corning, California. The phase 2 proposed community improvements include the erection of four light towers, approximately 75 feet tall, surrounding the adult soccer field and the construction of a foot/bicycle bridge with a 60 to 70 foot span over Jewett Creek. The foundation improvements may consist of the following improvements: cast-in-hole-drilled pier foundations for the light poles, spread footings for the bridge, grass turf soccer fields, concrete sidewalks, and landscaped areas. Earthwork grading will include excavation of spread footings and minor cut and fill grading to the approach to the bridge.

2.0 SCOPE OF SERVICES

H&K proposes to perform the following tasks as basic services with no other additional services included: Task 1 Site Investigation and Laboratory Testing, Task 2 Data Analysis and Engineering Design, and Task 3 Report Preparation. Each task is described in the following:

2.1 Task 1 Site Investigation

H&K will perform a site investigation to characterize the soil, rock and groundwater conditions encountered at the surface and beneath the site to the maximum depth explored. The site investigation information will be used to prepare geotechnical engineering recommendations for earthwork and structural improvements. Our site investigation will include the following components, which are described below: Surface Reconnaissance Investigation, Subsurface Investigation, and Laboratory Testing.

This surface and subsurface investigations does not include the evaluation of the site for the presence of hazardous waste materials, groundwater pollutants nor the presence of geologic hazards included in a California Geologic Survey regulated geologic hazards investigation (i.e., hazards from earthquake induced faulting, shaking, liquefaction, landslides, settlement, tsunamis, and sieches, nor hazards from flooding, volcanic activity, naturally occurring asbestos, past and present mining activities, and compressive and expansive soils). Regional faulting and liquefaction potential will be addressed in our report and if other geologic hazards are identified during our site investigation.

2.1.1 Surface Reconnaissance Investigation

H&K will perform a surface reconnaissance of the project site to identify surface conditions that may impact the proposed site development plans. In general, H&K's field engineer/geologist will observe and describe surface exposures of the following existing site conditions:

- Site and surrounding land uses.
- Surface soil conditions.
- Existing site improvements including earthwork grading and structures.
- Site topography and drainage.
- Vegetation.

2.1.2 Subsurface Investigation

A minimum of 48 hours prior to performing the subsurface investigation H&K will mark the proposed subsurface exploratory locations with white paint and notify Underground Services Alert (USA) as required by California state law. USA members will inspect each proposed subsurface exploratory location to determine if any underground utilities are present at these locations. The property owner is responsible for marking all known utilities inside the subject property. If USA identifies the presence of underground utilities at any of the proposed exploratory locations then we will move the excavation location to an area that is clear of underground utilities.

H&K will perform a subsurface investigation to obtain an understanding of the soil, rock and groundwater conditions underlying the project site to the maximum depth excavated. H&K proposes to advance up to 6 exploratory borings at approximately

locations of the proposed light pole and bridge foundation locations using a truck mounted hollow stem auger drill rig. Each boring will be excavated up to a minimum depth of 30 feet below the existing surface or until refusal is encountered, whichever occurs first. Each exploratory boring will be backfilled immediately after logging and sampling activities are completed using drill cuttings.

H&K' field engineer/geologist will collect both relatively undisturbed and disturbed soil samples from each exploratory trench. Relatively undisturbed soil samples will be collected with a standard penetration test (SPT) sampler and a 2.5-inch-diameter (inside diameter) split-spoon barrel sampler equipped with brass liner tubes. Generally, soil samples will be collected at the following depths below the existing ground surface: 0 feet, 2.0 feet, 5 feet, 10 feet, and continuing on five foot intervals, or change in geologic material, until the boring is terminated. Additional soil samples may be collected and/or the sample intervals may be changed depending upon the soil conditions encountered. The soil samples will be labeled, sealed, and transported to our laboratory facility where selected samples will be tested to determine their engineering material properties. If the groundwater table is encountered, the depth to groundwater below the existing ground surface will be measured.

H&K will perform an in-situ shear-wave velocity profile of the upper 30 meters of the site using SeisOpt® ReMi™ Vs30 Method for shear-wave profiling. The shear wave velocity data will be used to determine a Site Class and seismic design parameters in accordance with Chapter 16 of the 2013 CBC, and for evaluating the liquefaction potential of the subsurface soil. Each seismic survey line will include 12 geophones on approximate 8-meter spacing, for a total seismic line length of 96 meters. A 48-channel, microprocessor control signal enhancement seismograph will be used to record ambient seismic noise, or micro-tremors, which are constantly being generated by cultural and natural noise. Additional ambient noise will be initiated from vehicles and during exploratory excavations on site.

2.1.3 Laboratory Testing Investigation

H&K will perform laboratory tests on selected soil samples to determine their engineering material properties. All laboratory tests will be performed consistent with the guidelines of the American Society for Testing and Materials (ASTM). The ASTM soil characterization tests may include:

- D2487, Unified Soil Classification System
- D2488, Soil Description Visual Manual Method
- D2937 & D2216, Density and Moisture Content
- D422, Particle Size Distribution, Sieve and Hydrometer Analysis
- D3080, Direct Shear Strength
- D4318, Atterberg Plasticity Indices
- D4829, Expansion Index

If soil is encountered with a high potential for volume change (i.e., expansion or consolidation), then H&K may recommend additional laboratory testing to evaluate expansion or consolidation impacts and provide appropriate recommendations on the proposed earthwork and structural improvements. Additional testing may include ASTM D2435 one-dimensional consolidation, ASTM D4546 one-dimensional swell, and ASTM D4767 consolidated-undrained triaxial shear strength. The costs to perform these additional tests are not included in the fee estimate presented herein. H&K will not perform these additional tests without written authorization to proceed and a budget augmentation to cover the cost of performing these additional laboratory tests.

2.2 Task 2, Data Analysis and Engineering Design

H&K will use the state-of-the practice geotechnical engineering analyses methods to evaluate the on-site soil properties. These analyses methods may include but will not be limited to the following:

2.2.1 Data Analysis Methods

- Soil and rock stratigraphy.
- Soil bearing capacity for shallow and deep foundations.
- Lateral earth pressures.
- Soil-Concrete friction coefficients.
- Soil shear strength.
- Soil plasticity indices.
- Soil expansion potential.
- Building and surcharge loads.
- Groundwater seepage and drainage controls

H&K will develop geotechnical engineering recommendations for earthwork and structural improvements and provide applicable recommendations. The geotechnical engineering recommendations may include but not be limited to the following:

2.2.2 Earthwork Improvement Recommendations

- Site clearing and soil subgrade preparation.
- Cut slope and fill slope geometries.
- Exclusion of over size fill soil materials.
- Aerial fill moisture conditioning and compaction requirements.
- Fill soil loose lift (layer) thickness requirements.
- Utility trench backfill material placement and compaction requirements.
- Surface water drainage.
- Expansive soil mitigation (not including lime, flyash or cement treatment details).
- Temporary construction de-watering methods.

- Subdrain systems (if necessary).

2.2.3 Structural Improvements

- Shallow and deep foundation types, dimensions and embedment depths.
- Shallow and deep foundation soil bearing capacity pressures.
- Foundation-soil sliding friction coefficients.
- Friction resistance (lateral and skin friction)
- Seismic (earthquake shaking) design parameters.

2.3 Task 3 Report Preparation

H&K will prepare a geotechnical engineering report that will present our findings, conclusions, and recommendations. Our geotechnical engineering investigation report will meet or exceed the requirements of the 2013 California Building Code and the accepted geotechnical engineering principals and practices performed in northern California. This report will include descriptions of the site conditions, field investigation, laboratory testing, and geotechnical engineering design recommendations for the proposed earthwork and structural improvements. The report will also include a site plan showing the approximate locations of the exploratory borings, proposed improvement locations, and property boundaries. The report appendices will present the exploratory boring logs and laboratory test data.

H&K will deliver four bound copies of the final report to the address shown on page one of this proposal. The report will be signed and stamped a responsible California licensed civil engineer for this project.

3.0 SCHEDULE

Our proposed work schedule is based on our present and expected workload. H&K is prepared to commence work on this project following receipt of a sign contract and notice to proceed. H& perform our field investigation within two weeks of receiving authorization to proceed, weather and subcontractor availability permitting. H&K can provide verbal preliminary design recommendations immediately following the site investigation based on the field investigation data; however, the final recommendations will be developed from both the field and laboratory data. Therefore, the final recommendations will govern the design. The final report will be submitted within four weeks following completion of our field investigation.

The time required to complete our geotechnical investigation field work may be increased as a result of encountering unforeseen subsurface conditions, adverse weather conditions, soil stability, property access agreement delays or issues, or scheduling of exploratory equipment.

4.0 COST ESTIMATE

H&K proposes to perform the geotechnical investigation for a lump sum cost of \$12,625.30, in accordance with the attached 2013 fee schedule and contract agreement terms and conditions. This fee includes the cost of a drill rig and operator. Invoices will be submitted on monthly on a percent complete basis. Full payment is due upon completion of the work and issuance of the report.

This cost estimate may require modification if unusual or unexpected site conditions are encountered which significantly change the work scope and increase the associated costs, if the client requests an expansion of the work scope, or if the City of Corning or Tehama County requires the purchase of any additional permits. H&K will not perform additional work outside the scope of services presented above until a written authorization to proceed and an approved budget augmentation is received.

4.0 CLOSING

Please sign the attached contract agreement form to indicate your acceptance of this proposed work scope, schedule, and fee estimate. Return a signature copy to H&K for final execution. Your signature indicates that you accept the terms and conditions of this contract agreement and is a written authorization for us to proceed with the work scope presented in this proposal and authorizations to enter the proposed properties and perform the subsurface exploration work. H&K will sign the agreement form and return one fully executed copy to the client.

Holdrege & Kull appreciates the opportunity to provide you with a proposal on this important project. If you should have questions or comments, please do not hesitate to contact the undersigned at (530) 894-2487.

Sincerely,

Holdrege & Kull



Shane D. Cummings, PG, CHG, CEG
Operations Manager

Attachments:

- Attachment 1, Holdrege & Kull 2013 Fee Schedule
- Attachment 2, Terms & Conditions Contract Agreement Form



Personnel	Hourly Rate
Project Assistant.....	\$70
AutoCAD Operator	\$90
Technical Editor.....	\$88
Assistant Engineer/Geologist.....	\$100
Staff Scientist/Toxicologist	\$115
Staff Engineer/Geologist	\$115
Project Engineer/Geologist.....	\$130
Senior Engineer/Geologist	\$145
Associate Engineer/Geologist.....	\$155
Principal.....	\$215
Expert Testimony and Deposition (four-hour minimum).....	\$300
Engineering Technician I.....	\$75
Engineering Technician II.....	\$80
Engineering Technician III.....	\$85
Certified Welding Inspector (AWS).....	\$95
Non-Destructive Testing (NDT) Technician.....	\$95
ASNT Level III	\$155
Supervisory Technician	\$105
Construction Services Manager I	\$130
Construction Services Manager II	\$155

Prevailing Wage Services	Hourly Rate
Field Soils and Materials Tester, Soils/Asphalt	\$103
ACI Concrete Tester.....	\$103
ICC Fireproofing	\$103
Proofload/Torque Testing.....	\$103
Certified Welding Inspector (AWS).....	\$108
ICC Certified Structural Inspector.....	\$108
DSA Masonry/Shotcrete and Lead Inspector	\$108

Field Equipment	Unit Rate
All-Terrain Vehicle.....	\$35/Day
Cone Penetrometer	\$150/Day
Core Drill Machine.....	\$150 Half Day/\$200 Full Day
DAQ III/Seismic Refraction Survey	\$500/Day
Excavator with Operator.....	\$95/Hour
Pachometer	\$40/Day
pH/Conductivity Meter.....	\$50/Day
Photoionization Detector (PID).....	\$100/Day
Tension Ram.....	\$25/Day
Thin Lift Asphalt Concrete Nuclear Density Gauge.....	\$100/Day
Turbidity Meter	\$50/Day
Water Quality Meter (pH, conductivity, temperature, DO).....	\$100/Day
1.5-Inch Pump and Controllers.....	\$125/Day
4-Inch Pump with Trailer	\$150/Day

Notes

- Mileage and hourly rates will be charged portal to portal. Mileage will be billed at \$0.65 per mile.
- Outside services will be billed at our cost plus 20 percent.
- Overtime rates for Saturday, Sunday, holiday or over 8 hours/day: hourly rate plus \$30/Hour.
- Prevailing wage overtime rates for Saturday or over 8 hours/day: hourly rate plus \$30/Hour.
- Prevailing wage double time rates for Sunday, holiday or over 12 hours/day: hourly rate plus \$60/Hour.
- Prevailing wage second shift rates: hourly rate plus \$10/Hour.
- A minimum 2 hour fee will be charged for any site visit.
- Per Diem will be billed at cost unless other arrangements are made



Soil
Aggregate
Concrete
Asphalt

2013 LABORATORY TESTING SERVICES

ASTM Test Methods		Unit Cost
■	ASTM A615, Reinforcing Steel Tensile Test to #8	\$80
■	ASTM A615, Reinforcing Steel Bend Test to #8	\$25
■	ASTM C39, Concrete Compressive Strength	\$30
■	ASTM C78, Flexural Strength of Concrete	\$95
■	ASTM C140, CMU Strength, Unit Weight, Absorption	\$180
■	ASTM C780, Compressive Strength Mortar	\$30
■	ASTM C1019, Compressive Strength Grout	\$30
■	ASTM C1314, Compressive Strength Masonry Prisms	\$100
■ ■ ■	ASTM C136, D422, Full Sieve with 200 Wash	\$120
■	ASTM D422, Long Hydrometer Only (specific gravity not included)	\$120
■ ■	ASTM D422, Full Sieve with Long Hydrometer (specific gravity not incl.)	\$160
■ ■	ASTM D698, D1557, Compaction Curves (4-inch mold)	\$190
■ ■	ASTM D698, D1557, Compaction Curves (6-inch mold)	\$200
■ ■	ASTM D854, Specific Gravity	\$85
■ ■ ■	ASTM C117, D1140, No. 200 Mesh Sieve Wash	\$80
■	ASTM D2166, Unconfined Compression Shear Strength	\$90
■ ■	ASTM D2216, Oven Moisture Content	\$27
■ ■	ASTM D2419, Sand Equivalent	\$100
■ ■	ASTM D2434, Constant Head Permeability	\$160
■ ■	ASTM D2435, One-Dimensional Consolidation (per point)	\$80
■ ■	ASTM D2844, Resistance Value	\$250
■ ■	ASTM D2850, Unconsolidated, Undrained, Triaxial Shear Strength (per point)	\$135
■ ■	ASTM D2937, Density-Moisture	\$32
■	ASTM D3080, Direct Shear Strength (3 points minimum)	\$280
■	ASTM D4318, Atterberg Indices (Dry Method)	\$140
■	ASTM D4546, One-Dimensional Settlement or Swell (per point)	\$80
■	ASTM D4767, Consolidated, Undrained, Triaxial Shear Strength (per point)	\$160
■	ASTM D4829, Expansion Index (UBC Expansion Index)	\$140
■	ASTM D5084, Falling Head Permeability	\$230
California Test Methods		
■ ■ ■ ■	Contact H&K for Caltrans Test Method prices.	

THIS AGREEMENT, effective as of this 28 day of August, 2013, is by and between City of Corning ("Client") and Holdrege & Kull Consulting Engineers and Geologists ("Engineer").

THE PROJECT is generally described as: Corning Community Park, Phase 2 and is located at southwest corner of intersection of Houghton Avenue and Fig Lane, in Corning, California ("Project Site").

THE FEE to perform the proposed scope of services presented above on a lump sum basis is \$9,983.40. A retainer of \$0.00 is required prior to beginning the work. The retainer will be applied to the final invoice. Periodic billing will be provided on a percent complete basis. Payment terms are net 30 days. Final payment is due upon release of reports.

THIS AGREEMENT consists of the following documents which are incorporated herein by reference:

- GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES; and
- Engineer's PROPOSAL PC13.120 dated August 28, 2013 and FEE SCHEDULE; and
- Any documents specifically listed below or incorporated by reference in the listed documents.

Engineer agrees to perform the Services set forth in this Agreement and in accordance with its terms, including all attachments incorporated herein by reference. This Agreement may not be modified or altered, except in writing as specifically described in this Agreement.

CLIENT:	ENGINEER:	Holdrege & Kull
Signature: _____	Signature: _____	
Print Name: _____	Print Name:	Shane D. Cummings
Title: _____	Title:	Operations Manager
Street Address: _____	Street Address:	8 Seville Court, Suite 100
City, State, Zip Code: _____	City, State, Zip Code:	Chico, CA 95928
Phone: _____	Phone:	(530) 894-2487
Date: _____	Date: _____	



GENERAL CONDITIONS FOR GEOTECHNICAL ENGINEERING SERVICES

1. DEFINITIONS

1.1. Contract Documents. Plans, specifications, and agreements between Client and Contractors, including addenda, amendments, supplementary instructions, and change orders.

1.2. Contractor. The contractor or contractors, including its/their subcontractors of every tier, retained to construct the Project for which Engineer is providing Services under this Agreement.

1.3. Day(s). Calendar day(s) unless otherwise stated.

1.4. Hazardous Materials. The term Hazardous Materials means any toxic substances, chemicals, radioactivity, pollutants or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous Materials include, but are not limited to, those substances defined, designated or listed in any federal, state or local law, regulation or ordinance concerning hazardous wastes, toxic substances or pollution.

1.5. Services. The Services provided by Engineer as set forth in this Agreement, the PROPOSAL and any written amendment to this Agreement.

1.6. Work. The labor, materials, equipment and services required to complete the work described in the Contract Documents.

2. SCOPE OF SERVICES

Engineer will perform the Services described in the attached PROPOSAL.

2.1. Changes in Scope. If Engineer provides Client with a written confirmation of a change in the scope of services outlined in the PROPOSAL, it will become an amendment to this Agreement unless Client objects in writing within 5 business days after receipt. All Services performed by Engineer on the Project are subject to the terms and limitations of this Agreement. If Services are performed, but the parties do not reach agreement concerning modifications to the scope of services outlined in the PROPOSAL or compensation, then the terms and limitations of this Agreement apply to such Services, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

2.2. Licenses. Engineer will procure and maintain business and professional licenses and registrations necessary to provide its Services.

2.3. Excluded Services. Engineer's Services under this Agreement include only those Services specified in the PROPOSAL.

2.3.1. General. Client expressly waives any claim against Engineer resulting from its failure to perform recommended additional Services that Client has not authorized Engineer to perform, and any claim that Engineer failed to perform services that Client instructs Engineer not to perform.

2.3.2. Biological Pollutants. Engineer's scope of services outlined in the PROPOSAL specifically excludes the investigation, detection, prevention or assessment of the presence of Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and/or any of their byproducts. Engineer's scope of services outlined in the PROPOSAL will not include any interpretations, recommendations or findings pertaining to Biological Pollutants. Client agrees that Engineer has no liability for any claims alleging a failure to investigate, detect, prevent, assess, or make recommendations for preventing, controlling, or abating Biological Pollutants. Furthermore, Client agrees to defend, indemnify, and hold harmless Engineer from all claims by any third party concerning Biological Pollutants, except for damages caused by Engineer's sole negligence.

3. PAYMENTS TO ENGINEER

3.1. Basic Services. Engineer will perform Services set forth in the attached PROPOSAL and FEE SCHEDULE (if applicable) for the amount(s) set forth therein.

3.2. Additional Services. Any Services performed under this Agreement, except those Services expressly identified in the attached PROPOSAL, will be provided on a time and materials basis unless otherwise specifically agreed to in writing by both parties.

3.3. Estimate of Fees. Engineer will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by Engineer. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that Engineer shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining Client's agreement to do so.

3.4. Rates. Client will pay Engineer at the rates set forth in the PROPOSAL and FEE SCHEDULE, as applicable.

3.4.1. Changes to Rates. Client and Engineer agree that the FEE SCHEDULE is subject to periodic review and amendment, as appropriate to reflect Engineer's then-current fee structure. Engineer will give Client at least 30 days advance notice of any



changes. Unless Client objects in writing to the proposed amended fee structure within 30 days of notification, the amended fee structure will be incorporated into this Agreement and will then supersede any prior fee structure. If Client timely objects to the amended fee structure, and Engineer and Client cannot agree upon a new fee structure within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth under Section 18, "Termination."

3.4.2. Prevailing Wages. Unless Client specifically informs Engineer in writing that prevailing wage regulations cover the Project and the PROPOSAL identifies it as covered by such regulations, Client will reimburse, defend, indemnify and hold harmless Engineer from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorneys' fees.

3.5. Payment Timing; Late Charge. All invoices are due upon receipt. All amounts unpaid 30 days after the invoice date will include a late payment charge from the date of the invoice, at the rate of 1-1/2% per month or the highest rate permitted by law. Client will reimburse Engineer for any costs, including legal fees, associated with the collection of unpaid amounts.

4. STANDARD OF PERFORMANCE; DISCLAIMER OF WARRANTIES

4.1. Level of Service. Engineer offers different levels of geotechnical engineering Services to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased cost. Client must determine the level of Services adequate for its purposes. Client has reviewed the PROPOSAL and has determined that it does not need or want a greater level of Services than that being provided.

4.2. Standard of Care. Subject to the limitations inherent in the agreed scope of services outlined in the PROPOSAL as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Engineer may perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

4.3. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

5. ESTIMATE OF CONSTRUCTION COSTS

Client acknowledges that construction and Project development are subject to many influences that are not subject to precise forecasting and are outside of Engineer's control. Client further acknowledges that actual costs incurred may vary substantially from the

estimates prepared by Engineer and that Engineer does not warrant or guaranty the accuracy of construction or development cost estimates.

6. CONSTRUCTION PHASE SERVICES

If Engineer's scope of services outlined in the PROPOSAL includes observation and/or testing during the course of construction, Engineer may:

6.1. Construction Observation.

6.1.1. Site Meetings & Visits. Engineer will participate in job site meetings as requested by Client, and, unless otherwise requested by Client, visit the site at times specified in the PROPOSAL or, if not specified in the PROPOSAL, at intervals as Engineer deems appropriate to the various stages of construction to observe the geotechnical conditions encountered by Contractor and the progress and quality of the geotechnical aspects of the Work. Engineer will rely on Client or Client's representative for timely notification of changes to the construction schedule, so that Engineer can schedule site visits for testing and observation accordingly. Based on information obtained during such visits and on such observations, Engineer may inform Client of the progress of the geotechnical aspects of the Work. Client understands that Engineer may not be on site continuously; and, unless expressly agreed otherwise, Engineer will not observe all of the Work.

6.1.2. Contractor's Performance. Engineer does not, and cannot, warrant or guarantee that all of the geotechnical Work performed by Contractor meets the requirements of Engineer's geotechnical recommendations or the plans and specifications for such geotechnical Work; nor can Engineer be responsible for Contractor's failure to perform the Work in accordance with the plans, specifications or the recommendations of Engineer.

6.1.3. Contractor's Responsibilities. Engineer will not supervise, direct or have control over the Work nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for the geotechnical aspects of the Project; for safety precautions and programs incident to the Work; nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor furnishing and performing its Work.

6.1.4. Final Report. At the conclusion of Construction Phase Services, Engineer will provide Client with a written report summarizing the tests and observations, if any, made by Engineer.

6.2. Review of Contractor's Submittals. If included in the scope of services outlined in the PROPOSAL, Engineer will review and take appropriate action on the Contractor's submittals, such as shop drawings, product data, samples, and other required submittals. Engineer will review such submittals solely for general conformance with Engineer's design, and will not



include review for the following, all of which will remain the responsibility of the Contractor: accuracy or completeness of details, quantities or dimensions; construction means, methods, sequences or procedures; coordination among trades; or construction safety.

6.3. Tests. Tests performed by Engineer on finished Work or Work in progress are taken intermittently and indicate the general acceptability of the Work on a statistical basis. Engineer's tests and observations of the Work are not a guarantee of the quality of Work and do not relieve other parties from their responsibility to perform their Work in accordance with applicable plans, specifications and requirements.

7. CLIENT'S RESPONSIBILITIES

In addition to payment for the Services performed under this Agreement, Client agrees to:

7.1. Cooperation. Assist and cooperate with Engineer in any manner necessary and within its ability to facilitate Engineer's performance under this Agreement.

7.2. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

7.3. Rights of Entry. Provide access to and/or obtain permission for Engineer to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. Engineer will operate with reasonable care to reduce damage to the Project Site(s). However, Client recognizes that Engineer's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

7.4. Relevant Information. Supply Engineer with all information and documents in Client's possession or knowledge which are relevant to Engineer's Services. Client warrants the accuracy of any information supplied by it to Engineer, and acknowledges that Engineer is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify Engineer of any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

7.5. Subsurface Structures. Correctly designate on plans to be furnished to Engineer, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s), and be responsible for any damage inadvertently caused by Engineer to any such structure

or utility not so designated. Engineer is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities that were not correctly shown on plans furnished by Client to Engineer.

8. CHANGED CONDITIONS

If Engineer discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Engineer will notify Client of the Changed Conditions. Client and Engineer agree to that they will then renegotiate in good faith the terms and conditions of this Agreement. If Engineer and Client cannot agree upon amended terms and conditions within 30 days after notice, Engineer may terminate this Agreement and be compensated as set forth in Section 18, "Termination."

9. HAZARDOUS MATERIALS

Client understands that Engineer's Services under this Agreement are limited to geotechnical engineering and that Engineer has no responsibility to locate, identify, evaluate, treat or otherwise consider or deal with Hazardous Materials. Client is solely responsible for notifying all appropriate federal, state, municipal or other governmental agencies, including the potentially affected public, of the existence of any Hazardous Materials located on or in the Project site, or located during the performance of this Agreement. The existence or discovery of Hazardous Materials constitutes a Changed Condition under this Agreement.

10. CERTIFICATIONS

Client agrees not to require that Engineer execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) Engineer believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) Engineer believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) Engineer has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Engineer is limited to an expression of professional opinion based upon the Services performed by Engineer, and does not constitute a warranty or guaranty, either expressed or implied.

11. ALLOCATION OF RISK

11.1. Limitation of Remedies. The total cumulative liability of Engineer, its subEngineers and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "Engineer Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by Engineer under this Agreement or \$50,000, whichever is



greater; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in Engineer's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, Engineer and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in Engineer's fee, provided that they amend this Agreement in writing as provided in Section 20.

11.2. Indemnification.

11.2.1. Indemnification of Client. Subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against claims, suits, liabilities, damages, expenses (including reimbursement of reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement. Consultant's defense obligation under this indemnity paragraph includes only the reimbursement of reasonable defense costs to the extent of Consultant's actual indemnity obligation hereunder.

11.2.2. Indemnification of Engineer. Client will indemnify and hold harmless Engineer Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

11.3. Consequential Damages. Neither Client nor Engineer will be liable to the other for any special, consequential, incidental or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

11.4. No Personal Liability. Client expressly waives that right to sue or otherwise make any claim against any of the Engineer's officers or employees, past or present, as individuals, for any cause.

11.5. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If Engineer provides Services to Client that the parties do not confirm through execution of an amendment to this

Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

12. INSURANCE

12.1. Engineer's Insurance. Engineer will obtain, if reasonably available, the following coverage:

12.1.1. Statutory Workers' Compensation/ Employer's Liability Insurance;

12.1.2. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate limit;

12.1.3. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with a combined single limit per occurrence of \$1,000,000; and

12.1.4. Professional Liability Insurance in amounts of \$1,000,000 per claim and annual aggregate.

12.2. Contractor's Insurance. Client shall require that all Contractors and subcontractors for the Project name Engineer as an additional insured under their General Liability and Automobile Liability insurance policies. If Client is not the Project owner, Client will require the Project owner to require the owner's Contractor to purchase and maintain General Liability, Builder's Risk, Automobile Liability, Workers' Compensation, and Employer's Liability insurance with limits no less than as set forth above, and to name Engineer and its subcontractors and subconsultants as additional insureds on the owners' General Liability insurance.

12.3. Certificates of Insurance. Upon request, Engineer and Client will each provide the other with certificate(s) of insurance evidencing the existence of the policies required herein. Except for Professional Liability and Workers' Compensation Insurance, all policies required herein shall contain a waiver of subrogation.

13. OWNERSHIP AND USE OF DOCUMENTS

13.1. Client Documents. All documents provided by Client will remain the property of Client. Engineer will return all such documents to Client upon request, but may retain file copies of such documents.

13.2. Engineer's Documents. Unless otherwise agreed in writing, all documents and information prepared by Engineer or obtained by Engineer from any third party in connection with the performance of Services, including, but not limited to, Engineer's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents (collectively "Documents") are the property of Engineer. Engineer has the right, in its sole discretion, to dispose of or retain the Documents.



13.3. Use of Documents. All Documents prepared by Engineer are solely for use by Client.

13.3.1. Use by Client. Client has the right to reuse the Documents for purposes reasonably connected with the Project for which the Services are provided, including without limitation design and licensing requirements of the Project.

13.3.2. Use by Engineer. Engineer retains the right of ownership with respect to any patentable concepts or copyrightable materials arising from its Services and the right to use the Documents for any purpose.

13.4. Electronic Media. Engineer may agree at Client's request to provide Documents and information in an electronic format. Client recognizes that Documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration due to (among other causes) transmission, conversion, media degradation, software error, or human alteration. Accordingly, all Documents and information provided by Engineer in electronic media are for informational purposes only and not as final documentation. Unless otherwise defined in the PROPOSAL, Engineer's electronic Documents and media will conform to Engineer's standards. Engineer will provide any requested electronic Documents for a 30-day acceptance period, and Engineer will correct any defects reported by Client to Engineer during this period. Engineer makes no warranties, either express or implied, regarding the fitness or suitability of any electronic Documents or media.

13.5. Unauthorized Reuse. No party other than Client may rely, and Client will not represent to any other party that it may rely on Documents without Engineer's express prior written consent and receipt of additional compensation. Client will not permit disclosure, mention, or communication of, or reference to the Documents in any offering circular, securities offering, loan application, real estate sales documentation, or similar promotional material without Engineer's express prior written consent. Client waives any and all claims against Engineer resulting in any way from the unauthorized reuse or alteration of Documents by itself or anyone obtaining them through Client. Client will defend, indemnify and hold harmless Engineer from and against any claim, action or proceeding brought by any party (including reasonable attorneys fees, expert fees and other costs of defense) arising out of the reuse, alteration, or reliance on the Documents or information or opinions contained in Documents without having obtained Engineer's prior written consent.

14. SAMPLES AND CUTTINGS

14.1. Sample Retention. If Engineer provides laboratory testing or analytic Services, Engineer will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly

pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances.

14.2. Monitoring Wells. Client will take custody of all monitoring wells and probes installed during any investigation by Engineer, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

15. RELATIONSHIP OF THE PARTIES

Engineer will perform Services under this Agreement as an independent contractor.

16. CONSENT TO ASSIGNMENT

Client and Engineer, respectively, each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this Agreement. Neither Client nor Engineer shall assign, sublet or transfer any rights under or interest in this Agreement without the prior written consent of the other party, including but not limited to: (a) any interest in the proceeds of this Agreement, or any proceeds of claims arising from or under this Agreement; (b) any claims, causes of action or rights against the other party arising from or under this Agreement; (c) the control of claims or causes of action against the other party arising from or under this Agreement; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. This section shall survive the completion or termination of this Agreement for any reason and shall remain enforceable between parties.

Engineer may subcontract for the services of others without obtaining Client's consent if Engineer deems it necessary or desirable for others to perform certain Services.

17. SUSPENSION AND DELAYS

17.1. Procedures. Client may, at any time by 10 days written notice suspend performance of all or any part of the Services by Engineer. Engineer may terminate this Agreement if Client suspends Engineer's Services for more than 60 days and Client will pay Engineer as set forth under Section 18, "Termination." If Client suspends Engineer's Services, or if Client or others delay Engineer's Services, Client and Engineer agree to equitably adjust: (1) the time for completion of the Services; and (2) Engineer's compensation in accordance with Engineer's then current Fee Schedule for the additional labor, equipment, and other charges associated with maintaining its workforce for Client's benefit during the delay or suspension, or charges incurred by Engineer for demobilization and subsequent remobilization.

17.2. Liability. Engineer is not liable to Client for any failure to perform or delay in performance due to



circumstances beyond Engineer's control, including but not limited to pollution, contamination, or release of hazardous substances, strikes, lockouts, riots, wars, fires, flood, explosion, "acts of God," adverse weather conditions, acts of government, labor disputes, delays in transportation or inability to obtain material and equipment in the open market.

18. TERMINATION

18.1. Termination for Convenience. Engineer and Client may terminate this Agreement for convenience upon 30 days written notice delivered or mailed to the other party.

18.2. Termination for Cause. In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon 10 days written notice delivered or mailed to the other party. The termination notice shall state the basis for the termination. The Agreement may not be terminated for cause if the breaching party cures the breach within the 10-day period.

18.3. Payment on Termination. Following termination other than for Engineer's material breach of this Agreement, Client will pay Engineer for Services performed prior to the termination notice date, and for any necessary Services and expenses incurred in connection with the termination of the Project, including but not limited to, the costs of completing analysis, records and reports necessary to document job status at the time of termination and costs associated with termination of subcontractor contracts in accordance with Engineer's then current Fee Schedule.

19. DISPUTES

19.1. Mediation. All disputes between Engineer and Client are subject to mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, amount of time or money claimed, and requiring that the matter be mediated within 45 days of service of notice.

19.2. Precondition to Other Action. No action or suit may be commenced unless the mediation did not occur within 45 days after service of notice; or the mediation occurred but did not resolve the dispute; or

a statute of limitation would elapse if suit was not filed prior to 45 days after service of notice.

19.3. Choice of Law; Venue. This Agreement will be construed in accordance with and governed by the laws of the state in which the Project is located. Unless the parties agree otherwise, any mediation or other legal proceeding will occur in the state in which the Project is located.

19.4. Statutes of Limitations. Any applicable statute of limitations will be deemed to commence running on the earlier of the date of substantial completion of Engineer's Services under this Agreement or the date on which claimant knew, or should have known, of facts giving rise to its claims.

20. MISCELLANEOUS

20.1. Integration and Severability. This Agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.

20.2. Modification of this Agreement. This Agreement may not be modified or altered, except by a written agreement signed by authorized representatives of both parties and referring specifically to this Agreement.

20.3. Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand delivered to the recipient, or delivered by first-class mail (postage prepaid), or express mail (billed to sender), by fax, or by email, at the addresses given in this Agreement.

20.4. Headings. The headings used in this Agreement are for convenience only and are not a part of this Agreement.

20.5. Waiver. The waiver of any term, conditions or breach of this Agreement will not operate as a subsequent waiver of the same term, condition, or breach.

End of General Conditions

**ITEM NO.: J-9
APPROVE LAND LEASE
AGREEMENT WITH CORNING UNION
HIGH SCHOOL FOR 1.5 ACRES OF
CITY PROPERTY LOCATED ON
BLACKBURN AVENUE, PARCEL
NUMBER 75-080-29 FOR SOLAR
ARRAYS.**

October 22, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Staff is proposing a 25 year Land Lease Agreement between the City and Corning Union High School District for City owned property located on Blackburn Avenue across from the High School. The proposed leased land, approximately 1.5 acres, would be utilized to install solar arrays to reduce energy consumption costs by the School and allow the District to redirect resulting energy cost savings to other areas at the school.

BACKGROUND:

Corning Union High School is seeking a Land Lease Agreement with the City for approximately 1.5 acres of City owed property for installation of solar arrays to offset their energy consumption, along with an easement for underground electrical connection to the school campus. The location of the property they seek to lease is located directly across from the school on Blackburn Avenue. This City property currently has a rental home. The area they are specifically requesting is located behind this rental home and would be encompassed by a fence installed by the proposed Lessee (CUHS); see Exhibit "B" attached. This location would allow the solar arrays to be less conspicuous and detour possible vandalism.

The High School will be responsible for all maintenance of the solar arrays and will give notice to the City when maintenance is required. The school is requesting an easement on the west end of the property to run their power lines to the school; they will bore under the street and not disturb the new asphalt overlay on Blackburn Avenue.

The School wishes to expedite the proposed Lease Agreement in order to comply with their action plan, and install and complete this project prior to the end of the year to ensure they don't lose funding for the solar arrays. They cannot proceed until there is a signed and executed Lease Agreement with the City.

The term of the proposed Land Lease Agreement is 25 years. The Lease would begin on November 1, 2013 and be prorated to \$300.82 covering the months of November and December. Beginning January 1, 2014 the lease would be \$1,200 per acre (or \$1,800) due every January 1st thereafter (please see Exhibit "A"). Revenues resulting from this Lease will be credited to the City's Airport budget.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE PROPOSED LAND LEASE AGREEMENT WITH CORNING UNION HIGH SCHOOL AND AUTHORIZE THE MAYOR TO SIGN THE PROPOSED 25 YEAR LAND LEASE AGREEMENT WITH CORNING UNION HIGH SCHOOL FOR THE INSTALLATION OF SOLAR ARRAYS.

LEASE AGREEMENT

This Lease Agreement is made on **November 1, 2013** between the **City of Corning**, California (the "Lessor") and **Corning Union High School District** (the "Lessee").

WITNESSETH:

WHEREAS, Lessor is the fee owner of certain real property being, lying and situated at the City of Corning's Municipal Airport within Lot 7 of Maywood Colony No. 1, as the same is shown on the Map recorded in Book A of Maps at Page 33 of the Official Records of Tehama County (Assessor's Parcel Number 75-080-29) located in the City of Corning, County of Tehama, California (the "Property");

WHEREAS, Lessor desires to lease to Lessee and Lessee desires to lease from Lessor a portion of the Property consisting of approximately 1.5 acres as shown on the attached drawing marked Exhibit "B", at a **fixed lease rate of twelve hundred dollars (\$1,200) per acre per year for a term of twenty-five (25) years**, together with a 20 foot-wide easement for underground electrical service as shown on Exhibit "B";

WHEREAS, Lessee desires to construct and operate a Solar Energy Facility on the Premises for the purpose of supplementing electricity for Corning Union High School (CUHS) and in accordance with the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor hereby grants to Lessee an exclusive to lease the aforementioned Property, subject to the terms and conditions contained in this Lease Agreement.

AGREEMENT:

The parties hereto hereby agree as follows:

1. **EXCLUSIVITY OF OPTION:** This Lease Agreement is exclusive and exists solely for the benefit of the named parties and their assignees. Lessor and Lessee shall not sell, transfer or assign the Agreement or any interest therein, without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned or delayed; however, that, without the prior consent of Lessor, Lessee may:
 - i. **Assign this Agreement to an Affiliate of Lessee; or**
 - ii. **Assign this Agreement as collateral security in connection with any financing of the Generating Facility.**
2. **TERM AND RENT:** The term of the lease shall be 25 years from the date of execution. Lessee shall pay to Lessor twelve hundred dollars (\$1,200) per acre for each and every year of the 25 year term payable in the amounts and dates set forth in the attached Exhibit "A", which is incorporated herein as though fully set forth in this paragraph.

Upon the conclusion of the lease term Lessee shall promptly cause the removal of the solar panels and ancillary equipment/bracing and shall restore the property to its pre-lease condition.

3. **REMEDIES UPON DEFAULT:** If Lessee defaults under this Lease Agreement, then in addition to any other remedies available, Lessor may terminate this Lease Agreement by giving written notice of the termination. If terminated, the Lessee shall lose entitlement to any refund of rent. For this Lease Agreement to be enforceable and effective, the Lessee must comply with all terms and conditions contained herein.
4. **COMMISSION:** No Real Estate Commissions or any other Commissions shall be paid in connection with the transaction.
5. **ACKNOWLEDGMENTS:** The parties are executing this Lease Agreement voluntarily and without any duress or undue influence. The parties have carefully read this Lease Agreement and have asked any questions needed to understand its terms, consequences, and binding effect and fully understand them and have been given an executed copy. The parties have sought the advice of an Attorney of their respective choice if so desired prior to signing this Lease Agreement.
6. **TIMING:** Time is of the essence in this Lease Agreement.
7. **BINDING AGREEMENT:** This Lease Agreement shall become legally binding upon execution.
8. **GOVERNING LAW AND VENUE:** This Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California. The parties further agree that the venue for any and all disputes related to this Lease Agreement shall be Tehama County, California and any all actions shall be filed and completed in its Superior Court.
9. **NOTICE OF NON-RESPONSIBILITY:** Prior to any work being performed on the property by any agent or contractor of Lessee, Lessee shall first post and record a Notice of Non-Responsibility that satisfies the requirements of *California Civil Code Section 8446* or any subsequently enacted statute governing the Notice of Non-Responsibility requirements.
10. **COMPLIANCE WITH ALL LAWS, INDEMNITY AND DEFENSE:** Lessee shall comply with all City, County, State and Federal Laws that regulate use of the property for the purpose occupied. Lessee shall indemnify and defend Lessor for any and all damages, claims, causes of action, judgments, fines, fees, and/or penalties that arise from Lessee's use and/or occupation of the property, whether or not of merit and irrespective of fault.
11. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement embodies the whole Agreement between the parties hereto and there are no inducements, promises, terms, conditions or obligations other than those contained herein. No modification, alteration, or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or Agreement not incorporated herein shall be binding on any of the parties hereto. 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 Brewer, City Manager
City of Corning
794 Third Street
Corning, CA 96021

b. To CORNING UNION HIGH SCHOOL:
Attn: Mr. John Burch
Corning Union High School
643 Blackburn Avenue
Corning, CA 96021

12. FINAL PARAGRAPH: This is the last paragraph of the Agreement, which consists of three pages (signature lines included).

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

LESSOR:

LESSEE:

By: _____
Gary R. Strack, Mayor

By: _____
John Burch, CUHS Superintendent

Print: Gary R. Strack

John Burch

Date: _____

Date: _____

APPROVED AS TO FORM AND CONTENT:

Jody Burgess, City Attorney

ATTEST:

Lisa M. Linnet, City Clerk

**EXHIBIT "A" – LEASE AGREEMENT by and between the City of Corning and Corning High School District
Schedule of Rents**

The rent shall be paid at the following times and amounts:

1.	November 1, 2013:	\$300.82 ¹
2.	January 1, 2014:	\$1,800
3.	January 1, 2015:	\$1,800
4.	January 1, 2016:	\$1,800
5.	January 1, 2017:	\$1,800
6.	January 1, 2018:	\$1,800
7.	January 1, 2019:	\$1,800
8.	January 1, 2020:	\$1,800
9.	January 1, 2021:	\$1,800
10.	January 1, 2022:	\$1,800
11.	January 1, 2023:	\$1,800
12.	January 1, 2024:	\$1,800
13.	January 1, 2025:	\$1,800
14.	January 1, 2026:	\$1,800
15.	January 1, 2027:	\$1,800
16.	January 1, 2028:	\$1,800
17.	January 1, 2029:	\$1,800
18.	January 1, 2030:	\$1,800
19.	January 1, 2031:	\$1,800
20.	January 1, 2032:	\$1,800
21.	January 1, 2033:	\$1,800
22.	January 1, 2034:	\$1,800
23.	January 1, 2035:	\$1,800
24.	January 1, 2036:	\$1,800
25.	January 1, 2037:	\$1,800
26.	January 1, 2038:	\$1,499.18

Total Lease Consideration: \$45,000

(Total Term: 25 years)

¹ This amount is the prorated sum for the 61 days remaining in the 2013 calendar year calculated at \$1,800 a year, which equates to \$4.93 a day.

**ITEM NO.: J-10
APPROVE PROGRESS PAY ESTIMATE NO. 7 IN THE
AMOUNT OF \$186,662.12 TO TRENT
CONSTRUCTION FOR THE CORNING COMMUNITY
PARK PROJECT, PHASE 1**

OCTOBER 22, 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. 6 for Phase 1 of the Corning Community Park Project which is nearly completed. City Engineer Ed Anderson has reviewed and concurs with the payment request submitted by the project contractor Kendel Trent.

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
CCO No. 1 (Approved 7/23/13)	\$ 25,806.40
CCO No. 2 (Approved 9/24/13)	\$ 10,354.60
<u>CCO No. 3 (Approved 10/8/13)</u>	<u>\$ 12,583.30</u>
Adjusted Contract Amount	\$ 1,892,090.50

<u>PPE No. 1 (Approved 5/14/13)</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 (Approved 6/11/13)</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 (Approved 7/9/13)</u>	
Work Completed	\$ 446,517.15
Retention to be held (5%)	<u>\$ 22,325.86</u>
Amount paid to Contractor	\$ 424,191.29

<u>PPE No. 4 REVISED (Approved 8/13/13)</u>	
Work Completed	\$ 457,366.49
Retention to be held (5%)	<u>\$ 22,868.32</u>
Amount paid to Contractor	\$ 434,498.17

PPE No. 5 (Approved 9/10/13)

Work Completed	\$ 276,902.90
Retention to be held (5%)	<u>\$ 13,845.15</u>
Amount paid to Contractor	\$ 263,057.75

PPE No. 6 (Approved 10/8/13)

Work Completed	\$ 198,855.82
Retention to be held (5%)	<u>\$ 9,942.79</u>
Amount paid to Contractor	\$ 188,913.03

PPE No. (Proposed)

Work Completed	\$ 186,662.12
Retention to be held (5%)	<u>\$ 9,333.11</u>
Amount due to Contractor	\$ 177,329.01

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 Receptions 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. 7 in the amount of \$186,662.12,**
- **Retain the 5% contract retention of \$9,333.11 and**
- **Issue payment in the amount of \$177,329.01 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. 7

OWNER:

City of Corning

CONTRACTOR:

Trent Construction, Gerber, CA

PERIOD OF ESTIMATE:

From: 10/3/2013 thru 10/15/2013

CONTRACT CHANGE ORDER SUMMARY**ESTIMATE**

No.	Approval Date	Amount			
		Additions	Deductions		
1	7/23/2013	\$110,193.45	(\$84,387.05)	1. Original Contract	\$1,843,346.20
2	9/24/2013	\$10,354.60		2. Change Orders	\$48,744.30
3	10/8/2013	\$12,583.30		3. Revised Contract (1+2)	\$1,892,090.50
				4. Work Completed	\$1,896,197.50
				5. Stored Materials	\$0.00
				6. Subtotal (4+5)	\$1,896,197.50
				7. Retainage5%	\$94,809.88
				8. Previous Payments	\$1,624,058.61
				9. Amount Due (6-7-8)	\$177,329.01
NET CHANGE		\$48,744.30			

CONTRACT TIMEOriginal (days) 270

Revised:

Remaining: 94On 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.

Contractor: _____

By Kendel Trent

Date _____

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.

City Engineer: _____

By Ed Anderson

Date: _____

APPROVED BY OWNER:

Owner _____

By John L. Brewer, AICP, City Manager

Date _____

Progress Estimate #7

Owner: City of Corning		Period Covered: 10/4/13 thru 10/15/13									
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 SEE CCO #1	LS	1	\$783,443.70	\$783,443.70	0.01	0.99	\$7,834.44	\$783,443.70	100.0%	\$0.00
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/rr areas	LS	1	\$16,950.00	\$16,950.00		1.00	\$0.00	\$16,950.00	100.0%	\$0.00
LS-2	Irrigation System	LS	1	\$79,100.00	\$79,100.00	0.19	0.81	\$14,775.88	\$79,100.00	100.0%	\$0.00
LS-3	Plantings	LS	1	\$30,510.00	\$30,510.00		1.00	\$0.00	\$30,510.00	100.0%	\$0.00
LS-4	Bark	LS	1	\$8,938.30	\$8,938.30		1.00	\$0.00	\$8,938.30	100.0%	\$0.00
LS-5	Sod Not Awarded										
LS-6	Top Soil	LS	1	\$3,955.00	\$3,955.00		1.00	\$0.00	\$3,955.00	100.0%	\$0.00
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	Alt w/Seed SEE CCO #2*	LS	1	\$11,300.00	\$11,300.00	1.00		\$11,300.00	\$11,300.00	100.0%	\$0.00
Add-1	Entrance Sign	LS	1	\$20,340.00	\$20,340.00		1.00	\$0.00	\$20,340.00	100.0%	\$0.00
Add-2	Type 'A' Bollards	EA	26	\$342.40	\$8,902.40		26.00	\$0.00	\$8,902.40	100.0%	\$0.00
Add-3	Type 'B' Bollards	EA	16	\$1,599.00	\$25,584.00		16.00	\$0.00	\$25,584.00	100.0%	\$0.00
Add-4	Drinking Fountains	EA	2	\$3,344.80	\$6,689.60		2.00	\$0.00	\$6,689.60	100.0%	\$0.00
Add-5	BBQ	EA	7	\$565.00	\$3,955.00		7.00	\$0.00	\$3,955.00	100.0%	\$0.00
Add-6	Benches	EA	15	\$565.00	\$8,475.00		15.00	\$0.00	\$8,475.00	100.0%	\$0.00
Add-7	Benches	EA	3	\$2,034.00	\$6,102.00		3.00	\$0.00	\$6,102.00	100.0%	\$0.00
Add-8	Trash Receptacles	EA	15	\$791.00	\$11,865.00		15.00	\$0.00	\$11,865.00	100.0%	\$0.00
Add-9	Picnic Tables	EA	17	\$847.50	\$14,407.50		17.00	\$0.00	\$14,407.50	100.0%	\$0.00
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	\$0.00	\$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	Headwall see CCO#1	EA	1	\$3,258.40	\$3,258.40		1.00	\$0.00	\$3,258.40	100.0%	\$0.00
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		2.00	\$0.00	\$425.00	100.0%	\$0.00
C-11	Sidewalk	SF	12900	\$4.30	\$55,470.00		12900	\$0.00	\$55,470.00	100.0%	\$0.00
C-12	Pathway	SF	4640	\$2.90	\$13,456.00	3573	1067.20	\$10,361.12	\$13,456.00	100.0%	\$0.00
C-13	Multi-purpose Court	LS	1	\$45,135.10	\$45,135.10		1.00	\$0.00	\$45,135.10	100.0%	\$0.00
C-14	Street Barricade see CCO#1	EA	1	\$1,717.60	\$1,717.60		1.00	\$0.00	\$1,717.60	100.0%	\$0.00
C-15	Water Line 1.5" PVC	LF	20	\$230.60	\$4,612.00		20.00	\$0.00	\$4,612.00	100.0%	\$0.00
C-16	Irrigation 4" PVC	LF	20	\$230.60	\$4,612.00		20.00	\$0.00	\$4,612.00	100.0%	\$0.00
C-17	Water Line 1.5" PVC	LF	667	\$29.30	\$19,543.10		667.00	\$0.00	\$19,543.10	100.0%	\$0.00
C-18	Water Line 1.5" PVC	LF	83	\$19.40	\$1,610.20		83.00	\$0.00	\$1,610.20	100.0%	\$0.00
C-19	Conduit 2" - trench	LF	667	\$29.30	\$19,543.10		667.00	\$0.00	\$19,543.10	100.0%	\$0.00
C-20	Conduit 2"	LF	52	\$19.40	\$1,008.80		52.00	\$0.00	\$1,008.80	100.0%	\$0.00
C-21	Electrical Pull Boxes	EA	5	\$1,040.30	\$5,201.50		5.00	\$0.00	\$5,201.50	100.0%	\$0.00
C-22	Conduit 4" Toomes Ave	LF	80	\$71.90	\$5,752.00		80.00	\$0.00	\$5,752.00	100.0%	\$0.00
C-23	Booster Pump 3"	EA	1	\$30,962.00	\$30,962.00		1.00	\$0.00	\$30,962.00	100.0%	\$0.00
C-24	Back Flow Device 3"	EA	1	\$8,345.10	\$8,345.10		1.00	\$0.00	\$8,345.10	100.0%	\$0.00
C-25	Base Rock 650 ton	SF	17397	\$1.10	\$19,136.70		17397	\$0.00	\$19,136.70	100.0%	\$0.00
C-26	A/C 2" - 220 ton	SF	17397	\$1.60	\$27,835.20		17397	\$0.00	\$27,835.20	100.0%	\$0.00
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		1210.00	\$0.00	\$1,331.00	100.0%	\$0.00
C-29	Parking Lot Arrows	EA	5	\$33.90	\$169.50		5.00	\$0.00	\$169.50	100.0%	\$0.00
C-30	Access Symbol	EA	2	\$39.60	\$79.20		2.00	\$0.00	\$79.20	100.0%	\$0.00
C-31	Parking Lot Stall	EA	2	\$197.80	\$395.60		2.00	\$0.00	\$395.60	100.0%	\$0.00
C-32	Tow Away Sign	EA	1	\$226.00	\$226.00		1.00	\$0.00	\$226.00	100.0%	\$0.00
C-33	Truncated Dome	EA	1	\$1,614.80	\$1,614.80		1.00	\$0.00	\$1,614.80	100.0%	\$0.00
C-34	Parking Stall Slab	SF	696	\$6.50	\$4,524.00		696.00	\$0.00	\$4,524.00	100.0%	\$0.00
C-35	Saw Cut Pavement	LF	590	\$4.10	\$2,419.00		590.00	\$0.00	\$2,419.00	100.0%	\$0.00
C-36	Base Rock 50 ton	SF	940	\$4.50	\$4,230.00		940.00	\$0.00	\$4,230.00	100.0%	\$0.00
C-37	A/C 2" - 12 ton	SF	940	\$4.90	\$4,606.00		940.00	\$0.00	\$4,606.00	100.0%	\$0.00
C-38	Curb & Guttler - Toomes	LF	365	\$22.50	\$8,212.50		365.00	\$0.00	\$8,212.50	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-39	Sidewalk on Toomes	SF	305	\$4.60	\$1,403.00		305.00	\$0.00	\$1,403.00	100.0%	\$0.00
C-40	Relocate St Light Pole	EA	1	\$1,452.10	\$1,452.10		1.00	\$0.00	\$1,452.10	100.0%	\$0.00
C-41	Traffic Control	LS	1	\$3,616.00	\$3,616.00		1.00	\$0.00	\$3,616.00	100.0%	\$0.00
C-42	Drop Inlet Standard-6	EA	3	\$1,767.50	\$5,302.50		3.00	\$0.00	\$5,302.50	100.0%	\$0.00
C-43	Drop Inlet Standard-7	EA	1	\$1,767.50	\$1,767.50		1.00	\$0.00	\$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	\$0.00	\$452.00	100.0%	\$0.00
C-47	Sidewalk on Fig Ln	SF	1268	\$7.10	\$9,002.80		1268	\$0.00	\$9,002.80	100.0%	\$0.00
C-48	Driveway on Fig Ln	SF	300	\$5.40	\$1,620.00		300.00	\$0.00	\$1,620.00	100.0%	\$0.00
C-49	C&G on Fig Ln	LF	592	\$23.10	\$13,675.20		592.00	\$0.00	\$13,675.20	100.0%	\$0.00
C-50	Depressed C&G - Fig Ln	LF	60	\$23.80	\$1,428.00		60.00	\$0.00	\$1,428.00	100.0%	\$0.00
C-51	White Striping	LF	320	\$4.50	\$1,440.00		320.00	\$0.00	\$1,440.00	100.0%	\$0.00
C-52	White Arrows	EA	7	\$208.00	\$1,456.00		7.00	\$0.00	\$1,456.00	100.0%	\$0.00
C-53	Base Rock 585 ton	SF	11650	\$1.10	\$12,815.00		11650	\$0.00	\$12,815.00	100.0%	\$0.00
C-54	A/C 2" - 150 ton	SF	11650	\$1.60	\$18,640.00		11650	\$0.00	\$18,640.00	100.0%	\$0.00
C-55	Ped Ramp	EA	1	\$1,614.80	\$1,614.80		1.00	\$0.00	\$1,614.80	100.0%	\$0.00
C-56	Restroom	LS	1	\$106,892.40	\$106,892.40	1	0.01	\$106,005.19	\$106,892.40	100.0%	\$0.00
C-57	Abandon 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	\$0.00	\$38,142.00	100.0%	\$0.00
C-59	Wood Fence	LF	474	\$37.30	\$17,680.20		474.00	\$0.00	\$17,680.20	100.0%	\$0.00
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		1.00	\$0.00	\$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	\$0.00	\$2,260.00	100.0%	\$0.00
C-64	Electrical Service	LS	1	\$3,988.90	\$3,988.90		0.03	\$3,879.21	\$3,988.90	100.0%	\$0.00
C-65	Footings - SEE CCO #1	EA	8	\$430.90	\$3,447.20	0.97	8.00	\$0.00	\$3,447.20	100.0%	\$0.00
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
C-67 B	Prepare Annual Rpt	LS	1	\$1,800.00	\$1,800.00	1		\$1,800.00			
C-67 C	Prepare REAP	LS	1	\$120.00	\$120.00	1		\$120.00			
C-67 D	Construct BMP Entrance	LS	1	\$1,375.00	\$1,375.00	1		\$1,375.00			
C-67 G	Construct BMP Fiber Roll	LS	1	\$5,200.00	\$5,200.00	1		\$5,200.00			

Corning Community Park Project, Phase 1

C-67 H		Install Hydro Seed Er. Cntl.	LS	1	\$42,000.00	\$42,000.00	0	\$4,200.00				
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-Add 1	Sidewalk	SF	1748	\$3.60	\$6,292.80	1748.00			\$0.00	\$6,292.80	100.0%	\$0.00
C-Add 2	Wood Barrier	LF	357	\$37.30	\$13,316.10	357.00			\$0.00	\$13,316.10	100.0%	\$0.00
C-Add 3	Bin Enclosure	LS	1	\$10,881.90	\$10,881.90	1.00			\$0.00	\$10,881.90	100.0%	\$0.00
C-Add 4	Dual Solar Lights	EA	8	\$4,943.80	\$39,550.40	8.00			\$0.00	\$39,550.40	100.0%	\$0.00
Total:						\$1,893,841.20			\$166,850.84	\$1,834,758.20	96.9%	\$8,588.00

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
CCO1-1	110-V, Duplex Receptacles	EA	2	\$422.05	\$844.10	0.60		1.40	\$253.23	\$844.10	100.0%	\$0.00
CCO1-2	Reduce Lighting Scope	EA	1	-\$2,550.00	-\$2,550.00			1.00	\$0.00	-\$2,550.00	100.0%	\$0.00
CCO1-3	Change the coping	EA	1	-\$940.00	-\$940.00			1.00	\$0.00	-\$940.00	100.0%	\$0.00
CCO1-4	Eliminate Jewett Discharge	EA	1	-\$3,258.40	-\$3,258.40			1.00	\$0.00	-\$3,258.40	100.0%	\$0.00
CCO1-5-a	See Item C-8	EA	11	\$1,249.80	\$13,747.80			11.00	\$0.00	\$13,747.80	100.0%	\$0.00
CCO1-5-b	Catch Basin	LF	25	\$17.20	\$430.00			25.00	\$0.00	\$430.00	100.0%	\$0.00
CCO1-5-c	8" Storm Drain - SBP	LF	35	\$19.00	\$665.00			35.00	\$0.00	\$665.00	100.0%	\$0.00
CCO1-5-d	8" Storm Drain - Park	LF	359	\$18.70	\$6,713.30			359.00	\$0.00	\$6,713.30	100.0%	\$0.00
CCO1-5-e	18" Infiltrator pipe	EA	1	\$3,233.42	\$3,233.42			1.00	\$0.00	\$3,233.42	100.0%	\$0.00
CCO1-6	Red. Wall 2 Item SBP-1	LS	1	-\$74,639.25	-\$74,639.25			1.00	\$0.00	-\$74,639.25	100.0%	\$0.00
CCO1-7	Add to west wall	LS	1	\$7,240.72	\$7,240.72			1.00	\$0.00	\$7,240.72	100.0%	\$0.00
CCO1-8	Add Moss Roack Wall	LS	1	\$2,383.14	\$2,383.14			1.00	\$0.00	\$2,383.14	100.0%	\$0.00
CCO1-9	Add catch basins	EA	6	\$4,117.76	\$24,706.56			6.00	\$0.00	\$24,706.56	100.0%	\$0.00
CCO1-10	Accept Sturture Cast Restroom Mfgr				\$0.00				\$0.00	\$0.00	#DIV/0!	\$0.00
CCO1-11	Add drinking Fountain	EA	1	\$2,300.00	\$2,300.00			1.00	\$0.00	\$2,300.00	100.0%	\$0.00

Corning Community Park Project, Phase 1

CCO1-12	Eliminate 3 parking stalls	LS	1	-\$420.00					1.00	\$0.00	-\$420.00	100.0%	\$0.00
CCO1-13	Eliminate Blue Color									\$0.00	\$0.00	#DIV/0!	\$0.00

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
CCO1-14	Grind Walnut Stump	EA	1	\$1,150.00	\$1,150.00		1.00	\$0.00	\$1,150.00	100.0%	\$0.00
CCO1-15	Relocate Trash Enclosure				\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00
CCO1-16	Eliminate Barricade	LS	1	-\$1,717.60	-\$1,717.60		1.00	\$0.00	-\$1,717.60	100.0%	\$0.00
CCO1-17	Eliminate Artificial Turf				\$0.00			\$0.00	\$0.00	#DIV/0!	\$0.00
CCO1-18	Install Concrete/viewing area	SF	1250	\$11.00	\$13,750.00		1250.00	\$0.00	\$13,750.00	100.0%	\$0.00
CCO1-19	Revise Warranty	LS	1	\$6,974.75	\$6,974.75	1.00		\$6,974.75	\$6,974.75	100.0%	\$0.00
CCO1-20	Install No Mow Grass	LS	1	\$16,912.66	\$16,912.66		1.00	\$0.00	\$16,912.66	100.0%	\$0.00
CCO1-21	Modify Driveway	LS	1	\$3,220.00	\$3,220.00		1.00	\$0.00	\$3,220.00	100.0%	\$0.00
CCO1-22	AC saw cut on Toomes	LS	1	\$5,922.00	\$5,922.00		1.00	\$0.00	\$5,922.00	100.0%	\$0.00
CCO1-23	Reduce Footings See Item #C65	EA	2	-\$430.90	-\$861.80		2.00	\$0.00	-\$861.80	100.0%	\$0.00
CCO2 - 1	Add 7,586 SF Fescure Sod	EA	1	\$10,657.11	\$10,657.11		1.00	\$0.00	\$10,657.11	100.0%	\$0.00
CCO2 - 2	Deduct 7,586 SF HydroSeed	EA	1	-\$302.51	-\$302.51		1.00	\$0.00	-\$302.51	100.0%	\$0.00
CCO3 - 1	Furnish/Install 10 Boulders	LS	1	\$1,197.15	\$1,197.15	1.00		\$1,197.15	\$1,197.15	100.0%	\$0.00
CCO3 - 2	Furnish/Install Fence	LS	1	\$9,086.15	\$9,086.15	1.00		\$9,086.15	\$9,086.15	100.0%	\$0.00
CCO3 - 3	Furnish/Install Bark	LS	1	\$2,300.00	\$2,300.00	1.00		\$2,300.00	\$2,300.00	100.0%	\$0.00
Total CCO #1 & #2					\$48,744.30			\$19,811.28	\$48,744.30		

Total Contract Amount
 REAP costs incurred above contract amount:

\$1,892,090.50
\$12,695.00