



**CITY OF CORNING
CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 11, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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: Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Mayor: Robert Snow**

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

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

- 1. Proclamation: May 2021 as Mental Health Month.** Present to accept the Proclamation will be Health Educators Avery Viche and Fernando Villegas.
- 2. Proclamation: May 16 – 22, 2021 as National Public Works Week.** Present to accept the Proclamation will be Public Works Consultant Robin Kampmann.
- 3. COVID-19 Update by City Manager.**

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

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

- 4. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 5. Waive the reading and approve the Minutes of the April 27, 2021 City Council Meeting with any necessary corrections:**
- 6. May 5, 2021 Claim Warrant in the amount of \$342,475.97.**
- 7. May 5, 2021 Business License Report.**
- 8. April 2021 Wages & Salaries: \$376,031.09.**
- 9. April 2021 Treasurer's Report.**
- 10. April 2021 Building Permit Valuation Report in the amount of \$377,669.**
- 11. April 2021 City of Corning Wastewater Operations Summary Report.**

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS: None

J. REGULAR AGENDA:

12. Approve three-year Agreement with County of Tehama for Proposition 47 Drug and Alcohol Counseling Services.
13. Authorize Staff to seek Requests for Qualifications (RFQ) for a Design Consultant for the West Street Project ATP Grant.
14. Authorize Staff to seek Requests for Qualifications (RFQ) for a Design Consultant for the Olive View School Street Project ATP Grant.
15. Award Bid for the 2021 Multi-Street Improvement Project to VSS International, Inc. in the amount of \$433,594.17 and authorize Staff to execute the Contract.
16. Adopt Resolution 05-11-2021-01 designating diagonal parking on the west side of Fourth Street from Yolo Street south to the alley between Yolo and Solano Streets.
17. Approve Annual Agreement and Membership with 3CORE Economic Development District at a cost of \$7,500.
18. Authorize Staff to seek "Requests for Proposals" for Community Development Block Grant Administration Consultant Services.
19. City of Corning Capital Improvement Program and Measure A Funding Priorities for Service.

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).

Demo:

Burnett:

Hargens:

Valerio:

Snow:

N. ADJOURNMENT!:

POSTED: FRIDAY, MAY 7, 2021

PROCLAMATION
MAY 2021
"MENTAL HEALTH MONTH"

WHEREAS mental health is a key component of everyone's overall physical health and emotional well-being; and

WHEREAS all people in Tehama County experience times of difficulty and stress in their lives which has heightened due to Covid-19; and

WHEREAS untreated mental illness leads to greater numbers of emergency room visits, hospitalizations, school dropouts, and suicides; and

WHEREAS increased focus on the prevention of mental health conditions and substance use disorders among adults, children and adolescents through screening and early intervention helps improve lives; and

WHEREAS feelings of personal shame and fears of social discrimination prevent many living with mental illness from seeking help; and

WHEREAS people with lived experience of mental illness get better, live in recover, and provide invaluable knowledge of how to improve and transform systems of care; and

WHEREAS we strive to create communities that support mental wellness by increasing access to treatment, educating ourselves and our communities about mental illness, and supporting our fellow citizens as they seek to improve their mental health.

NOW, THEREFORE I, ROBERT SNOW, AS MAYOR OF THE CITY OF CORNING do hereby proclaim May 2021 to be "MENTAL HEALTH MONTH" in the City of Corning.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 11th day of May 2021.

Robert Snow, Mayor

ATTEST:

Lisa M. Linnet, City Clerk

PROCLAMATION
MAY 16-22, 2021
NATIONAL PUBLIC WORKS WEEK

WHEREAS this year's theme "Stronger Together" challenges citizens to think about the role Public Works plays in creating a great place to live. By working together, the impact citizens and public works professionals can have on their communities is magnified and results in the ability to accomplish goals once thought unattainable.

WHEREAS our City's Public Works Employees focus on infrastructure, facilities, and the services vital to sustain our community. They work hard daily, rain or shine to develop and maintain the public infrastructure entrusted to them which allows City residents and businesses to go about their daily business, and our Community to grow and prosper.

WHEREAS infrastructure, facilities and services would not be provided without the dedicated efforts of the City's Public Works Department Employees. They are responsible for maintaining, rebuilding, and improving our City's Streets, Water Treatment and Supply, Solid Waste System, Public Buildings and nine (9) Parks and recreational areas. City Public Works Employees also assist emergency personnel during times of disasters such as flooding, fires, and vehicle accidents.

WHEREAS these services are beneficial to all and are often taken for granted. We now take this opportunity to inform the public of the important jobs and the dedicated services these employees contribute that allow our Community to function daily, and

WHEREAS we wish to recognize and thank each member of the Public Works Department for their dedication and service which is invaluable to the City and this Community.

NOW, THEREFORE I, ROBERT SNOW, AS MAYOR OF THE CITY OF CORNING DO HEREBY PROCLAIM, MAY 16th – 22nd, AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF CORNING AND RECOGNIZE THE DEDICATION AND SERVICES PROVIDED BY OUR PUBLIC WORKS EMPLOYEES.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Corning to be affixed this 11th day of May 2021.

Robert Snow, Mayor

Lisa M. Linnet, City Clerk



**CITY OF CORNING
CITY COUNCIL MINUTES
TUESDAY, APRIL 27, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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:

**Dave Demo
Karen Burnett
Shelly Hargens
Jose "Chuy" Valerio
Robert Snow**

Mayor:

All members of the City Council were present.

C. PLEDGE OF ALLEGIANCE: Led by the City Manager

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

1. **Proclamation: May 2021 as Older Americans Month.** Elaine Benwell from Corning Healthcare District Elder Services was present to accept the Proclamation.
2. **Presentation: PG&E Community Wildfire Safety Program Presentation** by Ayla Tucker, Government Relations Representative.
3. **Presentation: City of Corning 2020 Police Department Presentation** by Police Chief Jeremiah Fears.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

Fire Chief Tomlinson responded to the issue of the flagpole at the Veterans Memorial Hall and stated that he had inspected it and explained that it is not good. He stated that there will be a meeting on Thursday morning with the County to discuss this and certain other building issues at the Hall.

G. CONSENT AGENDA:

4. **Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
5. **Waive the reading and approve the Minutes of the following meetings with any necessary corrections.**
 - a. **April 13, 2021 City Council Meeting; and**
 - b. **April 15, 2021 Special City Council Meeting.**
6. **April 21, 2021 Claim Warrant in the amount of \$158,295.18.**
7. **April 2021 Business License Report.**

Councilor Valerio moved to approve Consent Items 4-7; Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None.** Motion was approved by a 5-0 vote.

H. ITEMS REMOVED FROM THE CONSENT AGENDA: None

I. PUBLIC HEARINGS AND MEETINGS:

8. **PUBLIC HEARING – Adopt Resolution 04-27-2021-01 authorizing the recording of Resolution 04-27-2021-01 and attached Notice of Lien for Delinquent and Uncollected Water and/or Sewer Fees in the amount of \$1,172.14 on property located at 1186 Link Street, APN: 071-231-003-000.**

Presented by City Manager Kristina Miller. The Public Hearing opened at 7:27 p.m.; with no comments the Public Hearing was closed at 7:27 p.m.

THE CITY OF CORNING IS AN EQUAL OPPORTUNITY PROVIDER AND EMPLOYER

Councilor Demo moved to adopt Resolution 04-27-2021-01 and authorize the City Clerk to record a tax Lien in the amount of \$1,172.14 for delinquent water and/or sewer service on the property listed on attached exhibit "A". The motion was seconded by Councilor Burnett. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

J. REGULAR AGENDA:

9. Authorize the Fire Chief to submit a Rural Fire Capacity (RFC) Program Application with CALFIRE and approve Grant Match Funding in the amount of \$2,495.

Presented by Fire Chief Tom Tomlinson who stated that the Grant name has been changed this year, however it is basically the same Grant as issued in previous years and explained how the funds would be used.

Councilor Demo moved to authorize the Fire Chief to sign and submit a Volunteer Fire Assistance Grant Application with CALFIRE and approve the 50% grant match funding from the Safety Item/Fire Fund 001-6552-2300 in the amount of \$2,495. Councilor Hargens seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

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

L. COMMUNICATIONS, CORRESPONDENCE, AND INFORMATION:

Announcement that the Chamber of Commerce Installation Dinner is May 22nd at the Corning Veterans Memorial Hall at 5:30 p.m.

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).

Demo: Reported that he had no meetings.

Burnett: Reported that tomorrow the Corning Senior Center, along with Empower Tehama will be having a drive through Denim Days Event between 11:00 and 1:00 p.m.

Hargens: Reported on the Community Action Agency Tripartite Board Meeting.

Valerio: Spoke about the upcoming Chamber Dinner.

Snow: No Meetings.

City Manager Miller asked to reopen the Public Comment Period. Once opened, she stated that because the City is not able to recover water debt, the City may be out of compliance with our Covenants of the City's water loan which could therefore result in a potential water rate increase. However, the City is exploring other avenues through the various COVID grants to recover funds from delinquent water/sewer accounts.

Jerry Lequia thanked Chief Tomlinson for responding to his request from the last meeting and inspecting the Veterans Hall. He encouraged all that can to attend the morning meeting at the Vets Hall on Thursday at 9:00 a.m.

N. ADJOURNMENT!: 7:36 p.m.

Lisa M. Linnet, City Clerk



MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: May 5, 2021

SUBJECT: Cash Disbursement Detail Report for the
Tuesday May 11, 2021 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 04-30-21	\$	46,847.15
B.	Payroll Disbursements	Ending 04-29-21	\$	52,631.47
C.	Cash Disbursements	Ending 05-05-21	\$	172,015.02
D.	Payroll Disbursements	Ending 05-05-21	\$	70,982.33

GRAND TOTAL \$ 342,475.97

REPORT.: Apr 30 21 Friday
 RUN...: Apr 30 21 Time: 14:13
 Run By.: MARY BRIMM

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 04-21 thru 04-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031043	04/22/21	WEB02	WEBSTER, WAYNE C.	120.00	210422	REC INSTRUCTOR-REC
031044	04/26/21	HOP00	HOPKINS, MARISSA ANN	260.00	210426	REC INSTRUCTOR-REC
031045	04/29/21	BAS01	BASIC LABORATORY, INC	105.40	2104044	ProfServices Water Dept
				162.40	2104048	ProfServices Water Dept
			Check Total.....:	267.80		
031046	04/29/21	BDI00	BDI	55.92	950182039	Mat & Supplies - STR
031047	04/29/21	COR08	CORNING LUMBER CO INC	40.22	210425	Mat/Supplies
031048	04/29/21	COR09	CORNING CHAMBER OF COMM.	150.00	042921	CngChamberComm.
031049	04/29/21	COR11	CORNING SAFE & LOCK	55.00	0845	MAT & SUPPLIES - AIRPORT
031050	04/29/21	COR12	CORNING FORD MERCURY, INC	7461.54	201058	Veh Opr/Maint
031051	04/29/21	FGL00	FGL ENVIRONMENTAL	33.00	172126A	PROF SRVCS - WTR
031052	04/29/21	GAB00	GABBARD, BRYAN	210.00	210429	REC INSTRUCTOR - REC
031053	04/29/21	HOL04	HOLIDAY MARKET #32	3.28	003202127	Mat/Supplies
031054	04/29/21	HOM03	HOME DEPOT	116.24	8511629	MAT & SUPPLIES - PARKS
031055	04/29/21	IMA01	IMAGE SALES, INC.	34.97	00700901N	MAT & SUPPLIES - POLICE
031056	04/29/21	INL01	INLAND BUSINESS SYSTEMS	230.39	IN1935176	COMMUNICATIONS -
031057	04/29/21	KNI00	KNIFE RIVER CONSTRUCTION	465.80	248972	A/C CITYWIDE - STR
				943.66	249009	A/C CITYWIDE - STR
			Check Total.....:	1409.46		
031058	04/29/21	PGE01	PG&E	20668.33	210422	Electricity General City
031059	04/29/21	QUI02	QUILL CORPORATION	43.09	16051492	Office Supplies
				198.22	16116770	Office Supplies
			Check Total.....:	241.31		
031060	04/29/21	ROB04	ROBBINS, RON	130.45	04292021	MEDICAL REIMBURSEMENT
031061	04/29/21	SAF05	SAFARILAND, LLC	535.19	101036627	SAFETY ITEMS - POLICE
031062	04/29/21	SCH01	LES SCHWAB TIRE CENTER	19.00	611003907	Veh Opr/Maint
031063	04/29/21	SHA17	SHASTA COUNTY FIRE DEPART	1000.00	2021003	SAFETY ITEMS - FIRE
031064	04/29/21	TEH38	TEHAMA COUNTY ANIMAL SERV	12097.57	210422	PROF SRVCS - ACO
031065	04/29/21	WAL02	WALKER PRINTING	110.91	39602	PRINTING & ADVT - DISPATCH
031066	04/30/21	LIN01	LINCOLN AQUATICS, INC.	497.91	SN059016	Parks Maint.
				1418.47	SN059132	Parks Maint.
				-408.00	SN059290C	Parks Maint.
			Check Total.....:	1508.38		
031067	04/30/21	\C099	MARLENI CLARK	4.08	000C10401	MQ CUSTOMER REFUND FOR CLA0061
031068	04/30/21	\C100	BRET CLELAND	4.05	000C10401	MQ CUSTOMER REFUND FOR CLE0001
031069	04/30/21	\H077	THOMAS HENDERSON	22.48	000C10401	MQ CUSTOMER REFUND FOR HEN0058
031070	04/30/21	\H078	EDWARD RAY HUNTER	23.08	000C10401	MQ CUSTOMER REFUND FOR HUN0042
031071	04/30/21	\L062	JEREMY LANGENDERFER	34.50	000C10401	MQ CUSTOMER REFUND FOR LAN0048
			Cash Account Total.....:	46847.15		
			Total Disbursements.....:	46847.15		
			Cash Account Total.....:	.00		

REPORT.: Apr 30 21 Friday
RUN....: Apr 30 21 Time: 14:13
Run By.: MARY BRIMM

CITY OF CORNING
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 04-21 thru 04-21 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12470	04/29/21	AFL01	AMERICAN FAMILY LIFE	998.70	C10430	AFLAC INS,PRE TAX
				126.28	1C10430	AFLAC INS,AFTER TAX
			Check Total.....:	1124.98		
12471	04/29/21	BLU02	BLUE SHIELD OF CALIFORNIA	16864.88	C10430	MEDICAL INSURANCE
12472	04/29/21	OEU01	OPERATING ENGINEERS #3	29151.00	C10430	MEDICAL INSURANCE
12473	04/29/21	OEU02	OPERATING ENG. (DUES)	396.00	C10430	UNION DUES MGMNT
				726.00	1C10430	UNION DUES POLICE
				567.00	2C10430	UNION DUES DISPATCH
				767.00	3C10430	UNION DUES-MISC
			Check Total.....:	2456.00		
12474	04/29/21	PRI04	PRINCIPAL PLIC-SBD GRAND	1981.30	C10430	DENTAL INSURANCE
				278.41	1C10430	VISION INSURANCE
				774.90	2C10430	LIFE INSURANCE
			Check Total.....:	3034.61		
			Cash Account Total.....:	52631.47		
			Total Disbursements.....:	52631.47		
			=====			

REPORT.: May 05 21 Wednesday
 RUN...: May 05 21 Time: 13:54
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 05-21 thru 05-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031072	05/03/21	COR07	CORBIN WILLITS SYSTEMS, I	699.44	000C105011	EQUIP MAINT-FINANCE
031073	05/03/21	COR09	CORNING CHAMBER OF COMM.	1000.00	000C105011	CngChamberComm. Economic
031074	05/03/21	DEM02	DEMO, DAVID LEWIS	104.70	000C105011	PROF SVCS-FIRE DEPT
031075	05/03/21	MOO07	MOORE & BOGENER, INC.	5525.00	000C105031	CONSULTING SVCS-LGL SVCS
031076	05/03/21	OCH01	OCHOA CLEANING	4520.73	000C105011	JANITORIAL SERVICES-
031077	05/03/21	PIT01	PITNEY BOWES	183.80	000C105011	Rents/Leases Finance Dept
031078	05/03/21	SCH16	SCHLERETH, DAYMON WAYNE	54.70	000C105011	PROF SVCS-FIRE DEPT
031079	05/03/21	CHI13	CHICO PRINCESS PARTIES, L	360.00	041621	REC INSTRUCTOR-REC (SHANNON)
				180.00	043021	REC INSTRUCTOR-REC (SHANNON)
			Check Total.....:	540.00		
031080	05/03/21	TOM03	TOMLINSON JR., ROBERT L.	175.01	210503	TRAINING/ED-FIRE
031081	05/04/21	AIR00	AIRGAS USA, LLC	60.90	997959994	MAT & SUPPLIES-FIRE
031082	05/04/21	BAS01	BASIC LABORATORY, INC	105.40	2104241	ProfServices Water Dept
				162.40	2104242	ProfServices Water Dept
			Check Total.....:	267.80		
031083	05/04/21	CRO05	CROSS PETROLEUM	1221.87	CL07905	VEH OP/MAINT-
				608.36	CL08289	VEH OP/MAINT-FIRE
				63.37	CL08290	VEH OP/MAINT-BLD & SAFETY
			Check Total.....:	1893.60		
031084	05/04/21	DUR01	DURHAM PUMP	7065.00	0197819IN	WELL REPAIRS-WTR CAP IMPROV
031085	05/04/21	EMP03	EMPOWER TEHAMA	25040.23	03312021	EMPOWER TEHAMA-PROP 47 (2)
031086	05/04/21	FIR05	FIRST NATIONAL BANK OMAHA	117.62	210428	MAT & SUPPLIES-
031087	05/04/21	FIR11	FIRST NATIONAL BANK OMAHA	1185.25	210428	SAFETY ITEMS-FIRE
031088	05/04/21	FIR13	FIRST NATIONAL BANK OMAHA	715.73	210428	MAT & SUPPLIES-
031089	05/04/21	FIR16	FIRST NATIONAL BANK OMAHA	70.07	210428	MAT & SUPPLIES-
031090	05/04/21	GRA02	GRAINGER, W.W., INC	147.68	988814833	EQUIP MAINT-FIRE
031091	05/04/21	INF00	INFRAMARK, LLC	63031.78	63011	PROF SVCS-
031092	05/04/21	KN100	KNIFE RIVER CONSTRUCTION	927.90	249480	A/C CITYWIDE-STR
031093	05/04/21	PGE04	PG&E	402.67	210430	TranspFacility-
031094	05/04/21	PGE2A	PG&E	81.23	210427	ELECT-CORNING COMMUNITY PARK
				193.19	210429	ELECT-MCDONALD,CASSANDRA,SALADO L&L & TOOMES AVE
				35.98	210430	ELECT-CLELAND PROP
				37.48	210429A	ELECT-MARTINI PLAZA
			Check Total.....:	347.88		
031095	05/04/21	PGE2B	PG&E	7901.27	210429	ELECT-WWTP
031096	05/04/21	PRO14	PROUDCITY INC.	2250.00	1368	COMP/EQUIP/SOFT-CITY ADMIN
031097	05/04/21	RIV04	RIVER CITIES COUNSELING,	34234.83	748	COUNSELOR-PROP 47 CYCLE 2
031098	05/04/21	RON05	RON'S BODY SHOP	383.47	EST 42721	VEH OP/MAINT-FIRE
031099	05/04/21	SEI01	SEILER, ROY R., CPA	95.60	30271	PROF SVCS-FINANCE
031100	05/04/21	UNI07	UNION BANK	3140.00	1264285	Bond Trustee
031101	05/05/21	ATT15	AT&T MOBILITY	762.71	210419	COMMUNICATIONS-
031102	05/05/21	BUS01	BUSINESS CONNECTIONS	75.00	630527	EMPLOY PHYSICALS-POOL
031103	05/05/21	COM01	COMPUTER LOGISTICS, INC	3060.00	82457	EQUIP MAINT-
031104	05/05/21	CRO05	CROSS PETROLEUM	1394.04	CL07904	MAT & SUPPLIES-
031105	05/05/21	DM001	DM-TECH	119.90	202105011	COMMUNICATIONS-GEN CITY
031106	05/05/21	FEA03	FEATHER RIVER HOSPITAL	487.00	170919	PROF SVCS-BLD & SAFETY
031107	05/05/21	FIR10	FIRST NATIONAL BANK OMAHA	68.65	05042021	COMMUNICATIONS-DISPATCH
031108	05/05/21	FIR14	FIRST NATIONAL BANK OMAHA	2202.26	05052021	MAT & SUPPLIES-
031109	05/05/21	KN100	KNIFE RIVER CONSTRUCTION	518.68	249587	A/C CITYWIDE-STR
031110	05/05/21	LAN07	LANGUAGE LINE SERVICES, I	4.70	10234565	COMMUNICATIONS-DISPATCH

REPORT.: May 05 21 Wednesday
RUN....: May 05 21 Time: 13:54
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 05-21 thru 05-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031111	05/05/21	LIN01	LINCOLN AQUATICS, INC.	25.71	SN059665	MAT & SUPPLIES-POOL
031112	05/05/21	MCC07	MCCOY'S HARDWARE & SUPPLY	510.74	210427	MAT & SUPPLIES-
031113	05/05/21	MIS01	MISSION LINEN SUPPLY	86.20	514632114	MAT & SUPPLIES-PARKS
031114	05/05/21	NAP01	NAPA AUTO PARTS	430.19	210425	MAT & SUPPLIES-
031115	05/05/21	QUI02	QUILL CORPORATION	13.18	16347401	OFFICE SUPPLIES-BLD & SAFETY
				140.32	16350354	OFFICE SUPPLIES-BLD & SAFETY
				33.08	16382036	OFFICE SUPPLIES-
			Check Total.....:	186.58		
			Cash Account Total.....:	172015.02		
			Total Disbursements.....:	172015.02		
				=====		

REPORT.: May 05 21 Wednesday
RUN....: May 05 21 Time: 14:38
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report - Payroll Vendor Payment(s)
Check Listing for 05-21 thru 05-21 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12481	05/05/21	BAN03	POLICE OFFICER ASSOC.	300.00	C10504	POLICE OFFICER ASSOC
12482	05/05/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C10504	WITHHOLDING ORDER
12483	05/05/21	EDD01	EMPLOYMENT DEVELOPMENT	5042.98 1597.94	C10504 1C10504	STATE INCOME TAX SDI
			Check Total.....:	6640.92		
12484	05/05/21	FED00	FEDERAL PAYROLL TAXES (EF	12405.21 16123.36 3770.80	C10504 1C10504 2C10504	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....:	32299.37		
12485	05/05/21	ICM01	ICMA RETIREMENT TRUST-457	2149.05 185.00	C10504 1C10504	ICMA DEF. COMP ICMA DEF. COMP ER PD
			Check Total.....:	2334.05		
12486	05/05/21	PERS1	PUBLIC EMPLOYEES RETIRE	24026.13	C10504	PERS PAYROLL REMITTANCE
12487	05/05/21	PERS4	Cal Pers 457 Def. Comp	2411.25 527.50	C10504 1C10504	PERS DEF. COMP PERS DEF. COMP. ER P
			Check Total.....:	2938.75		
12488	05/05/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C10504	WageOrder F#20000149
12489	05/05/21	VAL06	VALIC	1991.26 202.50	C10504 1C10504	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....:	2193.76		
			Cash Account Total.....:	70982.33		
			Total Disbursements.....:	70982.33		

Date...: May 5, 2021
Time...: 3:12 pm
Run by: LORI SIMS

CITY OF CORNING
NEW BUSINESSES FOR CITY COUNCIL

Page.: 1
List.: NEWB
Group: WTFMBM

Business Name	Address	CITY/STATE/ZIP	Business Desc	Bus Start Date
BWR-CHAIR JERKY	23490 GYLE RD	GERBER, CA 96035	JERKY	04/30/21
CREATIVE BUILDERS	28718 PROSPECT AVENUE	WASCO, CA 93280	PLAYGROUND INSTALLER	04/27/21
EAST COAST FOODS	1315B SOLANO ST	CORNING, CA 96021	KITCHEN/COMMISARY FOR MOBILE FOOD TRAILER	05/03/21
PACIFIC BUILDERS	880 L ST.	ARCATA, CA 95521	GENERAL CONTRACTOR	05/03/21

CITY OF CORNING
TREASURER'S REPORT
APRIL 2021

<u>AGENCY</u>	<u>BALANCE</u>	<u>RATE</u>
Local Agency Investment Fund	\$ 9,069,678.52	0.44%

Respectfully submitted:

Laura L. Calkins
City Treasurer



04/01/2021 - 04/30/2021

Monthly Permit Report

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Description	Project Cost
21125	4/30/2021	ISSUED	075-310-011-000	260 MOONEY CT	HAMPTON, MICHAEL A SR & HAMPTON, TERESA M	260 MOONEY CT	CORNING CA 96021		Roof	Tear off, Re-roof	\$3,000
21124	4/29/2021		071-140-049-000	975 HWY 99W	HERITAGE RV CORNING LLC	3369 SOMERSET AVE	CASTRO VALLEY	94546			\$0
21123	4/29/2021	Under Review	071-140-049-000	975 HWY 99W	HERITAGE RV CORNING LLC	3369 SOMERSET AVE	CASTRO VALLEY	94546	Building	RV PARKING STORAGE WITH TWO CANOPIES PLUS TRASH ENCLOSURE AND RETAINING WALLS	\$150,000
21122	4/28/2021	HOLD (see note)	073-260-022 & 023	Marguerite Ave.	Magnolia Meadows LLC	23333 Neva Ave.	Corning	96021	Subdivision	PUBLIC WORKS RECORD OF INSPECTIONS	\$0
21121	4/27/2021	Under Review	073-260-022 & 023	Marguerite Ave.	Magnolia Meadows LLC	23333 Neva Ave.	Corning	96021	Subdivision		\$0
21120	4/27/2021	ISSUED	075-310-024-000	151 MOONEY CT	CASTREJON, VICENTE & LUCRECIA	151 MOONEY COURT	CORNING CA 96021		Solar	Residential Roof Mount PV Solar System; 4.9kW; 14 Modules	\$9,800
21119	4/27/2021	approved " FEES DUE "	073-104-008-000	620 CHESTNUT ST	MCGEE, GERALD S & LINDA C	620 CHESTNUT	CORNING CA 96021		Mechanical	Install new 2 Ton Mitsubishi mini split, ductless	\$5,123
21118	4/23/2021	ISSUED	061-150-077-000	5650 JANINE WAY	MAUST, LARRY & EVELYNNE	5650 JANINE WAY	CORNING CA 96021		Mechanical	HVAC Changeout: 36k BTU Condensing Unit with one 18k BTU Ceiling Cassette and two 7k BTU Ceiling Cassettes	\$9,200
21117	4/23/2021	ISSUED	073-043-003-000	909 COLUSA ST	MANSOUR, ANTON ETAL TRS MANSOUR L/TRUST 5/10/02	21365 GYLE RD	CORNING CA 96021		Solar	ROOF SOLAR, MODULE QTY 12, DC 4.2 kW.	\$12,600

21116	4/21/2021	ISSUED	073-115-008-000	1025 FIG ST	TALLEY, PATRICK M & DIANA L	1025 FIG ST	CORNING CA 96021		Mechanical	CHANGE OUT OF SPLIT SYSTEM (AFUE 80%) (SEER 14.5)	\$4,500
21115	4/21/2021	Under Review	071-171-004-000	902 FIFTH ST	FORREST, STEPHEN E JR & FORREST, AMBER A	P O BOX 67	CORNING CA 96021		Building	Garage Addition FOR A HOUSE CREMATION EQUIPMENT	\$40,000
21114	4/21/2021	Finaled	071-151-012-000	1918 MCKINLEY AVE	DRUM, ALFRED D	22825 MARJIE AVE	RED BLUFF CA 96080		Roof	roof over existing roof with comp	\$2,700
21113	4/21/2021	ISSUED	071-151-012-000	1918 MCKINLEY AVE	DRUM, ALFRED D	22825 MARJIE AVE	RED BLUFF CA 96080		Roof	roof over existing roof with comp	\$2,040
21112	4/20/2021	Approved	073-043-006-000	910 BUTTE ST	WHIPPLE, LOLETA	910 BUTTE ST	CORNING CA 96021		Roof	REROOF TEAR OFF	\$15,000
21111	4/20/2021	ISSUED	073-086-004-000	306 SOUTH ST	LANDIS, MICHAEL D	306 SOUTH STREET	CORNING CA 96021		Fence	APPROX. 50' OF NEW WOODEN FENCING. BETWEEN VACANT LOT AND 306 SOUTH ST.	\$150
21110	4/20/2021	ISSUED	071-020-035-000	1755 BLUE HERON CT	SALAZAR, ANABEL	1755 BLUE HERON CT	CORNING CA 96021		Solar	Installing 31 roof mounted modules, 9.61kw	\$34,100
21109	4/19/2021	ISSUED	071-133-005-000	1202 SOLANO ST	HERNANDEZ, JUAN ETAL	1202 SOLANO ST	CORNING CA 96021		Encroachment	Deck	\$2,000
21108	4/16/2021	ISSUED	073-101-005-000	710 WALNUT ST	RICHARDSON, GREG & MICHELLE	504 WALTON DR	RED BLUFF CA 96080		Mechanical	CHANGE OUT 20K MINI SPLIT SYSTEM	\$9,083
21107	4/15/2021	ISSUED	071-262-029-000	1518 LINK ST	CALHOON, ROY A ETAL	% DIAMOND, SHAYAN	1518 LINK ST CORNING CA 96021		Electrical	New Service Panel for AD - 125 Amp. Dual MeterU	\$1,875
21106	4/13/2021	ISSUED	071-300-073-000	1241 PALM AVE	WELLS, WILLIAM D	1241 PALM AVE	CORNING 96021		Fence	Replacement Fence	\$5,000
21105	4/13/2021	Finaled	073-045-006-000	800 BUTTE ST	JAMES & DORIS DARROW TRUST 08/24/06	488 CHESTNUT ST	CORNING CA 96021		Building	Replace existing siding and insulation	\$800
21104	4/12/2021	approved " FEES DUE "	071-262-021-000	1404 LINK ST	STOKES, DENICE L & ROY Z	24475 BLACKBURN AVE	CORNING CA 96021		Solar	11.2 kW PV SOLAR ROOF MOUNT ON EXISTING RESIDENCE	\$32,142

21103	4/8/2021	ISSUED	071-102-008-000	1614 YOLO ST	MIDGLEY, JENNIFER ANN	PO BOX 138	ORLAND	95963	Mechanical	HVAC Changeout: 3.5 Ton, 14 SEER, 80K BTU, Package on the roof	\$4,570
21102	4/7/2021	ISSUED	071-074-013-000	516 HOUGHTON AVE	SINGH, HARDEEP	516 HOUGHTON AVENUE	CORNING	96021	Plumbing	INSTALL ERR 3702 WATER SOFTNER AND HERO385 WATER FILTRATION SYSTEM	\$7,500
21101	4/6/2021	Cancelled	910-001-087-000	22265 VIOLA AVE	GARCIA, AUGUSTO TENA & MARIA	P O BOX 283	TEHAMA CA 96090		HVAC	CHANGE OUT 24K BTU MINI SPLIT SYSTEM	\$6,986
21100	4/5/2021	ISSUED	073-133-012-000	914 ALMOND ST	HOLM, SHERI ANN ETAL	PO BOX 300	CORNING CA 96021		Fence	Fence Replacement	\$2,000
21099	4/2/2021	ISSUED	071-330-007-000	2176 SOLANO ST	OLIVE PIT ETAL	2156 SOLANO STREET	CORNING CA 96021		Signs	Carlson Sign will manufature and ship 4 wall signs to the McHale Sign Co for installation.	\$17,500
21098	4/2/2021	ESTIMATE ONLY !!	073-032-014-000	915 TEHAMA ST	REDDISH, BRYAN R	P O BOX 773	CORNING CA 96021		Building	12x 20 storage shed	\$0
21097	4/2/2021	Cancelled - Refund Issued	073-046-002-000	603 FIRST ST	TOLLISON, JOHN W ETAL TRS TOLLISON FAMILY L/TR 04/	603 FIRST ST	CORNING CA 96021		Mechanical	C/I Daikin 4 head mini split 18.9 seer 12.5eer 18k btu 10.7hspf HP outdoor: 2MXS18NMVJU	\$0
0	4/15/2021		031-250-017-000	1125 ALOHA ST	RAMPENGAN, ROY	1125 ALOHA ST	RED BLUFF CA 96080			This is a test	\$0
\$377,669											

Total Records: 30

5/4/2021



CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT APRIL 2021

Below is a summary of the monthly operations report that will be available for review on May, 2021.

- Completed monthly reports
- Attended weekly Covid-19 awareness meeting
- Held staff meeting to discuss facility operations and issues
- Held daily safety tailgate meetings
- Inspected eyewash stations and emergency showers
- Completed testing of chemical release sensors
- Calibrated SO3 analyzer
- Inspected all fire extinguishers
- Cleaned SO2 pump
- Exercised emergency generator
- Submitted ESMR/DMR report to Regional Board
- Completed monthly receiving water sampling and analysis.
- Completed monthly facility inspection



- Installed repaired motors in south and center clarifiers
- Completed storm water reports and sent to PWD for certification
- Performed inspections of collection system trouble spots
- SO2 hoist failed during chemical delivery, contacted Ibarra Industrial to trouble shoot
- Completed sewer line cleaning in section 5
- Cleaned drying beds
- Influent high level alarm probe failed, contacted Drexelbrook for quote on replacement probes.

April, 2021

Effluent Flow Monthly Average= 660,633 GPD

**ITEM NO: J-12
APPROVE THREE-YEAR AGREEMENT
WITH COUNTY OF TEHAMA FOR
PROPOSITION 47 DRUG AND ALCOHOL
COUNSELING SERVICES**

May 11, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER 

SUMMARY:

The California Board of State & Community Corrections (BSCC) released a Request for Proposals (RFP) for Proposition 47 Program Grants, which was a voter-approved initiative on the November 2014 ballot to provide mental health services, substance use disorder treatment and diversion programs for the people in the criminal justice system. The City received a \$1,000,000 grant as part of the first cycle of Proposition 47 grant funding (Cohort 1) and was again successful in the 2nd cycle. The City's grant proposal was funded in the amount of \$3,535,485. We are the smallest jurisdiction funded and ranked 6th of all applications received. The success of this grant application was due to the hard work, dedication, and experience of the existing Restore Team (River Cities, Tehama County Health Services Agency and the Center for Evaluation and Research), and new partners including Empower Tehama and the Job Training Center, and the invaluable contributions of City staff. In combination with other grant sources, the funds will be used to continue the:

- Corning Restore Program for three years;
- Expand the Restore Program to include individuals 12-26 years old; and
- To provide case coordination, mental health services, Drug & Alcohol counseling, job training, paid work experience, and housing assistance to all Restore Participants.

The Proposition 47 Program requires public agencies be the recipients and lead agencies of the grant awards. For this reason, I am the Project Director of the Proposition 47 Grant. Community-based organizations, faith-based organizations and other agencies are to partner with a public agency if they are interested in participating in the funded programs and services. Program guidelines require that public agencies partner with community base organizations (CBO), with 50% of the grant funds being made available to CBO's. The City's application provides 88% of the grant funds to the CBO's.

As part of the grant the County shall provide the following services:

- a. Provide one 1.0 FTE (Full Time Employee) Drug & Alcohol Counselor for Substance Use Disorder Support Services as detailed in Exhibit B, attached hereto and incorporated by reference.
- b. Maintain sufficient records to document time spent by personnel assigned to provide services pursuant to this Agreement.
- c. Be responsible for and shall verify that all such certified personnel maintain their certification throughout the provision of services under this Agreement.

The full scope of work is described in Exhibit B as part of the proposed Agreement.

FINANCIAL IMPACT:

The total not to exceed amount of the Agreement is \$210,317 for the three year Agreement from August 16, 2020 through December 31, 2022. All of the funding is from grant sources and does not impact the General Fund.

BACKGROUND:

Proposition 47 was a voter-approved initiative on the November 2014 ballot. As stated in the proposition, its purpose is as follows:

- The people enact the Safe Neighborhoods and Schools Act to ensure prison spending is focused on violent and serious offenses;
- To maximize alternatives for nonserious, nonviolent crime; and
- To invest the savings generated from this Act into Prevention and Support Programs in K–12 Schools, Victim Services, and Mental Health and Drug Treatment.

Proposition 47 requires the Board of State and Community Corrections (BSCC) to administer grant programs aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes.

RECOMMENDATION:

MAYOR AND COUNCIL:

APPROVE THE:

- **ATTACHED THREE-YEAR AGREEMENT BETWEEN THE CITY OF CORNING AND THE COUNTY OF TEHAMA IN AN AMOUNT NOT TO EXCEED \$210,317 OVER THE THREE-YEAR TERM;**
- **AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT.**

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND CITY OF CORNING

This Agreement is entered into between the County of Tehama, through its Health Services Agency ("County") and City of Corning ("City") for the purpose of supplying one (1) 1.0 FTE Drug & Alcohol Counselor for Substance Use Disorder support services for the RESTORE program.

1. RESPONSIBILITIES OF CITY:

During the term of this Agreement, City shall:

- a. Compensate County for said services pursuant to Section 3 and 4 of this agreement.
- b. Provide staff as contact persons.
- c. Provide general guidance to County detailing work assignment as detailed in Exhibit B.

2. RESPONSIBILITIES OF THE COUNTY:

During the term of this Agreement, County shall:

- d. Provide one 1.0 FTE Drug & Alcohol Counselor for Substance Use Disorder support services as detailed in Exhibit B, attached hereto and incorporated by reference.
- e. Maintain sufficient records to document time spent by personnel assigned to provide services pursuant to this agreement.
- f. Be responsible for and shall verify that all such certified personnel maintain their certification throughout the provision of services under this agreement.

3. COMPENSATION:

For work satisfactorily performed in accordance with the terms of this Agreement, County shall invoice City at the actual cost of a 1.0 FTE Drug and Alcohol Counselor with the salary and benefits amount up to \$32,970 for Cohort 2 clients for the period of August 16, 2020 through December 31, 2020, \$87,919 for January 1- December 31, 2021, and 89,428 for January 1- December 31, 2022. The Maximum Compensation payable under Agreement shall not exceed \$210,317. County shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. County shall have no claim against City for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by County after the expiration or other termination of this Agreement. County shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and County agrees that City has no obligation, whatsoever, to compensate or reimburse County for any expenses, direct or indirect costs, expenditures, or charges of any nature by County that exceed the Maximum Compensation amount set forth above. Should County receive any such payment it shall immediately notify City and shall immediately repay all such funds to City. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT:

County shall be paid in quarterly progress payments upon acceptance by City of County's completed documented time. For the purposes of this Agreement, the term "quarter" is defined as three (3) month time periods ending March 31, June 30, September 30, and December 31. County shall include contract number on each invoice. County shall submit to City a quarterly invoice of actual cost, based on the schedule listed below.

<u>Services Rendered</u>	<u>Invoice Due On</u>
July 1 st to Sept. 30 th	Oct. 15 th
Oct. 1 st to Dec. 31 st	Jan. 15 th
Jan. 1 st to Mar. 31 st	Apr. 15 th
Apr. 1 st to Jun. 30 th	July 15 th

County shall reconcile any adjustments from previous invoice periods on the next invoice. City shall make payment within 30 days of receipt of County's invoice.

5. TERM OF AGREEMENT:

This Agreement shall commence on August 16, 2020 and shall terminate December 31, 2022 unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT:

If County fails to perform duties to the satisfaction of the City, or if County fails to fulfill in a timely and professional manner his/her obligations under this Agreement, or if County violates any of the terms or provisions of this Agreement, then the City shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to the City. Either party may terminate this Agreement on 30 days' written notice. City shall pay County for all work satisfactorily completed as of the date of notice. County or City may terminate this Agreement immediately upon oral notice should funding/staffing cease or be materially decreased, or should the Tehama County Board of Supervisors or Corning City Council fail to appropriate sufficient funds for this Agreement in any fiscal year.

The County's right to terminate this Agreement may be exercised by its Executive Director.

7. ENTIRE AGREEMENT; MODIFICATION:

This Agreement for the services specified herein supersedes all previous Agreements for these services and constitutes the entire understanding between the parties hereto. City and County shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. City and County specifically acknowledge that in entering into and executing this Agreement, City and County rely solely upon the provisions contained in this Agreement and no other oral or written representation.

8. NONASSIGNMENT OF AGREEMENT:

This Agreement may not be assigned absent written consent by the non-assigning party, the Assignor and the Assignee. Any assignment made shall be binding on the parties hereto and their respective successors and permitted assigns, and shall never operate to create a novation unless expressly declared to be so in the assigning documents.

9. EMPLOYMENT STATUS:

City and County shall, during the entire term of this Agreement, be construed to be independent contractors and nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow one entity, over the other, to exercise discretion or control over the professional manner in which the other performs the services which are the subject matter of this Agreement. The sole interest of the City and County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. County shall not be eligible for coverage under the City's Workers Compensation Insurance Plan nor shall County be eligible for any other City benefit.

10. INDEMNIFICATION:

Each party shall indemnify, defend and hold the other party including its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees), damages, liability judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of the other party's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, whether by negligence or otherwise.

11. INSURANCE:

Each party shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements" attached hereto and incorporated by reference.

12. PREVAILING WAGE:

All parties are aware of the requirements of California Labor Code Sections 1720 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (Prevailing Wage Laws), which require the payment of prevailing wage rates and the performance of other requirements on certain public works and maintenance projects. To the extent applicable under this Agreement, the entity performing the work will be responsible for payment of prevailing wages.

13. NON-DISCRIMINATION:

Neither party shall employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14. GREEN PROCUREMENT POLICY:

Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. City is encouraged to conform to this policy.

15. COMPLIANCE WITH LAWS AND REGULATIONS:

All services to be performed under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the other party immediately.

The City has determined that this matter is not subject to the provisions of the California Environmental Quality Act.

16. LAW AND VENUE:

This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws or provisions which would serve to defeat application of California substantive law). Venue for any action arising from this Agreement shall be in Tehama County, California.

17. AUTHORITY:

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. NOTICES:

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be sent first class mail to the following addresses:

If to County: Tehama County Health Services Agency
Attn: Executive Director
P O Box 400
Red Bluff, CA 96080
(530) 527-8491

If to Contractor: City of Corning
Attn: Kristina Miller
794 Third Street
Corning, CA 96021
(530) 824-7029

Notice shall be deemed to be effective two days after mailing.

19. NON-EXCLUSIVE AGREEMENT:

Each party understands that this is not an exclusive Agreement, and that County and City shall have the right to negotiate with and enter into Agreements with others providing the same or similar services to those provided herein, or to perform such services with its own forces.

20. STANDARDS OF THE PROFESSION:

Each party agrees to perform its duties and responsibilities pursuant to the terms and conditions of this Agreement in accordance with the standards of the profession for which each has been properly licensed to practice.

21. LICENSING OR ACCREDITATION:

Where applicable each party shall maintain the appropriate license or accreditation through the life of this contract.

22. RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23. NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24. PERSONAL RIGHTS OF CLIENTS:

County shall protect and ensure that all clients receive their personal rights as authorized in Title 9, Subchapter 5, Section 10569 which include, but are not limited to the following:

1. The right to confidentiality as provided for in Title 42, Sections 2.1 through 2.67-1, Code of Federal Regulations, effective August 1, 1975.
2. To be accorded dignity in personal relationships with staff and other persons.
3. To be accorded safe, healthful, and comfortable accommodations to meet his or her needs.
4. To be free from intellectual, emotional and/or physical abuse.
5. To be informed by the licensee of the provisions of law regarding complaints, including, but not limited to, the address and telephone number of the department.

6. To be free to attend religious services or activities of his or her choice and to have visits from a spiritual advisor provided that those services or activities do not conflict with facility County requirements. Participation in religious services will be voluntary only.

All clients shall be personally advised of, and given at admission, a copy of the rights specified in (1) through (6) above. Any violation of these rights shall be reported to the State Department of Alcohol and Drug Program (ADP), the Tehama County Health Services Agency, Alcohol and Drug Program Administrator, or his designee, within three (3) days by telephone and will be followed up in writing.

25. PERFORMANCE OBJECTIVES:

County will be evaluated by the following performance objectives:

1. A minimum of 80% of all discharged clients who were in treatment at least thirty (30) days will successfully complete residential treatment.
2. Successful completion will be defined as being achieved when the following criteria are met:
 - a) The client must maintain complete and continual sobriety when participating in the program.
 - b) The client must have successfully completed all required program components as verified by documentation in the resident's file.
3. 75% of clients who complete treatment will continue meetings according to their Aftercare Program Plan for a minimum of three (3) months. The Aftercare Program may consist of an alumni group, Tehama County Health Services Agency, Drug and Alcohol Division group, individual counseling, employment training, and/or a 12-Step Program.

26. CODE OF CONDUCT:

Tehama County Health Services Agency (TCHSA) maintains high ethical standards and is committed to complying with all applicable statutes, regulations, and guidelines. The TCHSA and each of its employees and contractors shall follow an established Code of Conduct.

PURPOSE

The purpose of the TCHSA Code of Conduct is to ensure that all TCHSA employees and contractors are committed to conducting their activities in accordance with the highest levels of ethics and in compliance with all applicable State and Federal statutes, regulations, and guidelines. The Code of Conduct also serves to demonstrate TCHSA's dedication to providing quality care to its patients.

CODE OF CONDUCT – General Statement:

- The Code of Conduct is intended to provide TCHSA employees and contractors with general guidelines to enable them to conduct the business of TCHSA in an ethical and legal manner;
- Every TCHSA employee and contractor is expected to uphold the Code of Conduct;
- Failure to comply with the Code of Conduct or failure to report non-compliance may subject the TCHSA employee or contractor to disciplinary action, up to or including termination of employment or contracted status.

CODE OF CONDUCT:

All TCHSA employees and contractors:

- Shall perform their duties in good faith and to the best of their ability.
- Shall comply with all statutes, regulations, and guidelines applicable to Federal health care programs, and with TCHSA's own policies and procedures.
- Shall refrain from any illegal conduct. When an employee or contractor is uncertain of the meaning or application of a statute, regulation, or guideline, or the legality of a certain practice or activity, he or she shall seek guidance from his or her immediate Supervisor, Director, the Quality Assurance Manager or the Compliance Auditor.
- Shall not obtain any improper personal benefit by virtue of their employment or contractual relationship with TCHSA.
- Shall notify their Supervisor, Director, Assistant Executive Director or Executive Director immediately upon receipt (at work or at home) of any inquiry, subpoena, or other agency or governmental request for information regarding TCHSA.
- Shall not destroy or alter TCHSA information or documents in anticipation of, or in response to, a request for documents by any applicable governmental agency or from a court of competent jurisdiction.
- Shall not engage in any practice intended to unlawfully obtain favorable treatment or business from any entity, physician, patient, resident, vendor, or any other person or entity in a position to provide such treatment or business.
- Shall not accept any gift of more than nominal value or any hospitality or entertainment, which because of its source or value, might influence the employee's or contractor's independent judgment in transactions involving TCHSA.
- Shall disclose to their Director any financial interest, official position, ownership interest, or any other relationship that they (or a member of their immediate family) has with TCHSA vendors or contractors.
- Shall not participate in any false billing of patients, governmental entities, or any other party.
- Shall not participate in preparation of any false cost report or other type of report submitted to the government.
- Shall not pay or arrange for TCHSA to pay any person or entity for the referral of patients to TCHSA, and shall not accept any payment or arrangement for TCHSA to accept any payment for referrals from TCHSA.
- Shall not use confidential TCHSA information for their own personal benefit or for the benefit of any other person or entity while employed at or under contract to TCHSA, or at any time thereafter.
- Shall not disclose confidential medical information pertaining to TCHSA's patients or clients without the express written consent of the patients or clients or pursuant to court order and in accordance with the applicable law and TCHSA applicable policies and procedures.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of the Code of Conduct.
- Shall promptly report to the Compliance Auditor any and all violations or suspected violations of any statute, regulation, or guideline applicable to Federal health care programs or violations of TCHSA's own policies and procedures.

- Shall not engage in or tolerate retaliation against employees or contractors who report or suspect wrongdoing.

27. CULTURAL COMPETENCY:

County shall insure that services delivered under the terms of this Agreement reflect comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain beneficiaries within their own communities.

County shall make every effort to deliver services which are culturally sensitive and culturally competent and which operationalize the following values:

- a. Services should be delivered in the client's primary language or language of choice since language is the primary "carrier of culture,"
- b. Services should encourage the active participation of individuals in their own care, protect confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability or personal characteristics,
- c. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served,
- d. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance,
- e. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy,
- f. The organization should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.

28. CONFIDENTIALITY:

Notwithstanding any other provision of this Agreement, the City agrees to protect the confidentiality of any and all client, employee, or County information with which the City may come into incidental contact with during the term of this agreement. Except as solely required to perform the contracted services hereunder, the City shall not read, retain, copy, use, or disclose this information in any manner for any purpose. Violation of the confidentiality of client, employee, or County information may, at the option of the COUNTY, be considered a material breach of this Agreement.

IN WITNESS WHEREOF, County and City have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: _____

Valerie S. Lucero, Executive Director

CITY OF CORNING

Date: _____

Kristina Miller, City Manager

Exhibit A

INSURANCE REQUIREMENTS FOR COUNTY

COUNTY shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by COUNTY, his/her agents, representatives, employees or subcontractors. At a minimum, COUNTY shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations):
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability:

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation:

If COUNTY has employees, he/she shall obtain and maintain continuously Workers' Compensation Insurance to cover COUNTY and COUNTY's employees and volunteers, as required by the State of California, as well as Employer's Liability Insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (COUNTY/Professional Services Standard Agreement only):

If COUNTY is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, COUNTY shall provide and maintain in full force and effect while providing services pursuant to this contract a Professional Liability Policy (also known as Errors and Omissions or Malpractice Liability Insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of Agreement.

If COUNTY maintains higher limits than the minimums shown above, CITY shall be entitled to coverage for the higher limits maintained by COUNTY.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds:

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "CITY OF CORNING."

Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the CITY. The deductible and/or self-insured retentions will not limit or apply to COUNTY's liability to CITY and will be the sole responsibility of COUNTY.

Primary Insurance Coverage:

For any claims related to this project, COUNTY's insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or volunteers shall be excess of COUNTY's insurance and shall not contribute with it.

Coverage Cancellation:

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the CITY."

Acceptability of Insurers:

County's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. County shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors:

COUNTY shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach:

If for any reason, COUNTY fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. City, in its sole option, may terminate the contract and obtain damages from COUNTY resulting from breach. Alternatively, City may purchase such required insurance coverage, and without further notice to COUNTY, CITY may deduct from sums due to COUNTY any premium costs advanced by CITY for such insurance.

Policy Obligations:

COUNTY's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage:

COUNTY shall furnish CITY with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the CITY prior to CITY signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

City of Corning and Tehama County Health Services Agency Scope of Work and Payment Schedule

1. Services:

Tehama County Health Services Agency (TCHSA) will provide a full-time, drug and alcohol counselor to work specifically with the youth and families enrolled in the Prop. 47 Pprogram. Services to be provided by the drug and alcohol counselor will include:

- A.** Coordination of services including weekly meetings with the Prop. 47 Project Director, Lead Therapist, and/or Case Coordinators as directed;
- B.** Screening and/or assessment of youth to determine the presence and severity of substance use disorders;
- C.** Research, collect and/or assess familial and environmental factors that may contribute to substance abuse;
- D.** Development of individualized treatment plans for Prop. 47 youth with substance use disorders;
- E.** Delivery of age-appropriate group and individual substance use recovery services and integrated family-based programming;
- F.** Facilitate Moral Reconation Therapy and/or Seeking Safety to address criminogenic thinking and trauma related to substance use;
- G.** Facilitate referral for Medication Assisted Treatment (MAT) or medication support as appropriate;
- H.** Coordinate with Prop. 47 Case Coordinators to ensure participating youth are referred and supported in accessing mental health treatment, substance abuse treatment, housing, employment, education, and other human and social services as needed.

2. Deliverables:

The following is the deliverable and timeframe to be produced by the TCHSA:

- A:** TCHSA will provide the following data each month to the Center for Evaluation and Research (CER) including at minimum: (i) a running total of the number of youth assessed and/or Prop. 47 youth receiving substance use recovery services; (ii) a description of services provided; (iii) number of Restore youth that completed MRT; (iv) number of Restore youth that exited MRT without completion, including last step completed; (v) any challenges or successes that the drug and alcohol counselor may have experienced during the monthly reporting period.
- B:** Center for Evaluation and Research (CER) will then submit reports monthly to the City Manager and Director of River Cities Counseling for all services provided and the number of individuals served under this contract. The monthly report will include the total services provided County-wide as well as disaggregate totals for the Promise Neighborhood Initiative target area (City of Corning and Rancho Tehama) and the rest of Tehama County.

ITEM NO.: J-13

**AUTHORIZE STAFF TO SEEK REQUESTS
FOR QUALIFICATIONS (RFQ) FOR A
DESIGN CONSULTANT FOR THE WEST
STREET PROJECT ATP GRANT**

May 11, 2021

TO: CITY COUNCIL OF THE CITY OF CORNING

FROM: KRISTINA MILLER, CITY MANAGER
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

SUMMARY:

Staff requests Council authorization to advertise the attached Requests for Qualifications (RFQ) for a Design Consultant to perform environmental and engineering design services as required to prepare plans and specifications for construction of the Active Transportation Program (ATP) West Street School Connectivity Project.

BACKGROUND:

The City of Corning applied for and received ATP Grant Funding for the West Street School Connectivity Project. The proposed project is located adjacent to West Street Elementary School on Marin, Hoag, South and Solano Streets, and Houghton and McKinley Avenues where sidewalks and bike lanes currently do not exist. Crosswalks are marked on the roadway from existing sidewalks on the opposite side of the roadway but unfortunately these crosswalks lead to curbs and unimproved areas where sidewalks should exist. Due to the lack of sidewalks students walk in the roadways and behind parked vehicles. The proposed project would construct new sidewalks around the perimeter of West Street Elementary School, place accessible pedestrian ramps at crossing locations, reconfigure crosswalk striping, and designate bike lanes, providing a safe route to the school where none exists. In addition to improvements directly adjacent to the school it is proposed to install a flashing pedestrian signal at the un-signalized intersection of Solano St. and Hoag St. which connects the north portion of the community to the south portion. The expected benefits of the project would be to eliminate the current hazards that prevent non-motorized transportation and to encourage students to walk to school in a safe environment.

All interested design consultants will be required to respond to the attached RFQ by submitting Statements of Qualifications (SOQ's). Each SOQ will be reviewed and scored using the evaluation criteria specified in the RFQ. Once all SOQ's are scored staff will present a recommended consultant to the City Council for approval and award of the contract.

RECOMMENDATION:

**MAYOR AND COUNCIL AUTHORIZE STAFF TO SEEK REQUEST FOR
QUALIFICATIONS FOR A DESIGN CONSULTANT FOR THE WEST STREET PROJECT ATP
GRANT.**



REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE WEST STREET SCHOOL CONNECTIVITY PROJECT

CITY OF CORNING, CA

DEPARTMENT OF PUBLIC WORKS
CORNING, CA

PROPOSALS ARE TO BE SUBMITTED TO:
CITY OF CORNING, DEPARTMENT OF PUBLIC WORKS
ATTENTION: WEST STREET SCHOOL CONNECTIVITY PROJECT RFQ
794 THIRD ST. CORNING, CA 96021

PROPOSALS DUE BY:
JUNE 9, 2021; 1:30 PM

QUESTIONS MAY BE DIRECTED TO:
ROBIN KAMPMANN
PUBLIC WORKS DIRECTOR
PHONE: 530-824-7029
EMAIL: RKAMPMANN@CORNING.ORG

CITY PROJECT No.:
118-7727-9007

FEDERAL AID PROJECT No.;
ATPSB1L-5161(017)

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1 INTRODUCTION

The City of Corning is requesting proposals (RFQ) for Environmental, Right of Way and Engineering Services on a State-only funded Active Transportation Project.

The proposals submitted in response to this RFQ will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B of this RFQ.

Addenda to this RFQ, if issued, will be sent to all prospective consultants the City has specifically e-mailed a copy of the RFQ to and will be posted on the City's website at www.corning.org and CIPLIST at www.CIPLIST.com.

It shall be the Consultant's responsibility to check the City's website to obtain any addenda that may be issued.

The Consultant's attention is directed to Section 6.1, "Submittal Requirements."

Background:

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates various transportation programs, including the federal Transportation Alternatives Program, state Bicycle Transportation Account, and federal and state Safe Routes to School programs into a single program to:

- Increase the proportion biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of regional agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Safe Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits (25% of program), and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Understanding the goals and objectives of the ATP, the City of Corning identified the West Street Elementary School Connectivity Project as a potential fit. The proposed project is located adjacent to West Street Elementary School on Marin, Hoag, South and Solano Streets, and Houghton and McKinley Avenues where sidewalks and bike lanes currently do not exist. Crosswalks are marked on the roadway from existing sidewalks on the opposite side of the roadway but unfortunately these crosswalks lead to curbs and unimproved areas where sidewalks should exist. Due to the lack of sidewalks students walk in the roadways and behind parked vehicles. The proposed project would construct new sidewalks around the perimeter of West Street Elementary School, place accessible pedestrian ramps at crossing locations, reconfigure crosswalk striping, and designate bike lanes, providing a safe route to the school where none exists. In addition to improvements directly adjacent to the school it is proposed to install a flashing pedestrian signal at the un-signalized intersection of Solano St. and Hoag St. which connects the north portion of the community to the south portion. The expected benefits of the project would be to eliminate



the current hazards that prevent non-motorized transportation and to encourage students to walk to school in a safe environment.

Work will be issued on a task order by task order basis that are expected to follow phases of project development. Specific work items and related cost for each task order will be discussed and developed with the Consultant, prior to formal execution. Each task Order must be executed by both parties prior to commencement of work. Additional provisions related to Task Order preparation may be included and should be expected, such as DBE considerations.

Some or all of the services described herein are considered “public works” as defined by the California Labor Code section 1720, therefore, Consultants shall pay prevailing wages for all applicable covered work. In conjunction with all other Labor Code requirements, special attention is made to Labor Code §§ 1771.1 which has been changed to require registration of consultants and subconsultants to be eligible for submitting, as follows:

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Consultants and subconsultants are directed to the Department of Industrial Relations website for further information and online registration information; <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

In accordance with §§ 1771.4 (a) (1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The following forms and Local Assistance Procedures Manual (LAPM) exhibits must be submitted with each SOQ, and are attached to this RFQ (or are available online at Caltrans Local Assistance):

- LAPM Exhibit **10-H**, Sample Cost Proposal
- LAPM Exhibit **10-I**, Notice of Proposers DBE Information
- LAPM Exhibit **10-O1**, Consultant Proposal DBE Commitment
- LAPM Exhibit **10-Q** Disclosure of Lobbying Activities
- LAPM Exhibit **15-H**, DBE Information – Good Faith Efforts

The following forms and documents are not required to be submitted with the SOQ, but will be required during negotiations and/or after contract award. This list may not be inclusive of all post SOQ required forms.

- LAPM Exhibit **10-K**, Consultant Certification of Contract Costs and Financial Management System
- LAPM Exhibit **10-O2**, Consultant Contract DBE Commitment

The City of Corning Submitted the West Street Elementary School Connectivity Project application for ATP Cycle 4 funding. The complete grant application is included as Attachment 1. The California Transportation Commission approved the West Street Elementary School Connectivity Project for State-only funding.



In November 2019, staff submitted to Local Assistance a formal Request for Authorization to proceed with Project Approval and Environmental Document phase. This request will be formally considered at the March 25, 2020 California Transportation Commission meeting and formal authorization was received on June 16, 2020. Staff has asked for a 9 month time extension for allocation for Plans, Specification and Estimate (PS&E) funding to allow for completion of the CEQA determination.

2 SCOPE OF WORK

General:

The City of Corning is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the West Street Elementary School Connectivity Project to the construction phase.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFQ and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the City of Corning, included in the sample contract in Attachment 2.

Services to be Provided:

The Consultant selected shall provide all services to bring the construction funding allocation request for the West Street Elementary Connectivity Project to the California Transportation Commission by FY22/23. The City of Corning Engineer will serve as the contract manager and direct liaison between the Consultant and Caltrans District 2 Division of Local Assistance. The Consultant shall coordinate and be responsible for scheduling meetings, preparing and distributing minutes, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to Caltrans Local Assistance and the California Transportation Commission.

Services in general include completion of the project approval and environmental document phase, right of way phase, preparation of plans, specifications and estimates for project construction.

Specifically, the Consultant selected will be required to complete the following tasks:

Task I – Project Approval and Environmental Document

The consultant shall prepare all environmental documents and special studies/reports as required for environmental clearance per the California Environmental Quality Act (CEQA). The project is not expected to have significant environmental impacts. Opportunities to expedite the environmental review process should be explained in the Consultant's Proposal.

This task shall include minor preliminary engineering efforts to facilitate environmental review.



When environmental review process is complete, Consultant shall provide City staff needed documents to present to City Council for approval.

Upon completion of this task, Consultant shall prepare a Request for Authorization package for the California Transportation Commission to advance the project to the Plans and Specifications and Estimates phase.

Task II – Plans, Specifications and Estimates

(A) Surveys and Mapping – Consultant shall collect all field data required to ascertain the existing conditions for the purposes of designing the proposed improvements.

Right of Way and Utility Coordination

- a. Consultant shall research, review and add right of way records to the design drawings. In addition right-of-way must be secured to complete the project, such work will be authorized by Contract amendment. Consultant shall coordinate with adjacent property owners to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal. Consultant shall use "Permit to Enter" form for properties involving betterments (new sidewalks, driveways, driveway conforms) to the maximum extent practicable.
- b. "A-Plans" for the subject project will be sent to Corning Irrigation District, Pacific Gas & Electric, Comcast and AT&T during the RFQ process. Consultant shall review provided utility maps, field data, and proposed design to coordinate utility relocations, as needed. "B-Plans" for utility conflicts shall be sent by the consultant. Subsequent LAPM forms for utility agreements, reports of investigations, and notices to owners, shall be prepared by the Consultant. While the project is State-only funded, Consultant shall use most Federal-aid procedures relating to Right of Way Utilities. This task encompasses all work relating to utility coordination and relocation.

If the City is determined to be liable for right of way or utility relocation expenses, Consultant shall prepare the Request for Authorization package to submit to the California Transportation commission for identified costs.

(B) Design – Design the improvements and prepare the plans, specification, and estimates in accordance with Caltrans Standards, California MUCD, and AASHTO Geometric Design guidelines to achieve project objectives. Special attention is directed to the Engineer's Estimate breakdown of participating costs for ATP funding. Consultant shall be prepared to maintain these designations in the bid schedule to ensure only ATP-eligible items of work are reimbursed.

This project is exempt from the City's Post-Construction Stormwater Standards Plan.

Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget.

PS&E shall be submitted to the City at 60%, 90%, and the final contract documents. Consultant shall use the scope and Engineer's Estimate provided in the original ATP application as guidance for construction budget and project features.

Other items within this task include:



Construction Phase Authorization – Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance Procedures Manual and as required to Meet California Transportation Commission guidelines and schedules.

Bid Process – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the specifications shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The City will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the City as necessary.



APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to provide standards to better compare proposals. Consultants are advised to review Appendix B – Proposal Evaluation for Further information on how scores will be assigned based on information presented by the Consultant.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Robin Kampmann
City Engineer
794 Third Street
Corning, CA 96021

The letter shall include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included.

The letter shall be signed by the individual authorized to bind the consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications and Experience

The City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects withing the past five (5) years which include the following information:

- A. Contracting agency
- B. Contracting agency Project Manager
- C. Contracting agency contact information
- D. Contract amount
- E. Funding source
- F. Date of contract
- G. Date of completion
- H. Consultant Project Manager and contact information
- I. Project Objective
- J. Project Description
- K. Project Outcome



4. Organization and Approach

- A. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
- B. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- C. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

- A. Include a detailed Scope of Work Statement describing all services to be provided.
- B. Describe project deliverables for each phase of our work.
- C. Describe your cost control and budgeting methodology for this project.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. Due to the nature of ATP and CTC programming and authorization, the consultant's schedule shall, at minimum, meet the Project Schedule shown in Appendix C. Expedited schedules are preferred to authorize funding phases and ultimately construction as soon as possible.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

9. State-Only Funding Provisions

The proposing Consultant's services are State-only funded, which necessitate compliance with several requirements. Special attention is directed to the Revised Attachment 3 – Local Assistance Procedures Manual. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Revised Attachment 3.



Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

10. Cost Estimate

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the City is able to acquire professional services based on the criteria set forth in Government Code 4526, the proposal shall include an estimated price for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost estimate shall be submitted in a separate sealed envelope from the proposal. Reference sample cost estimate in Attachment 3 LAPM 10-H. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.



APPENDIX B – PROPOSAL EVALUTATION

Evaluation Process

All proposals will be evaluated by a City Selection Committee (Committee). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City Engineer contact only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by proposer to contact and/or influence members of the Committee may result in disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitment may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFQ.

Once the evaluations of proposals are completed, the City may elect to interview a number of highest ranked proposers. The City reserves the right to select a consultant without conducting interviews. Finally, a consultant will be selected, the cost proposal for the selected firm will be opened and contract negotiations will begin. In the event negotiations fail to reach an agreement, the next highest ranked consultant's cost proposal will be unsealed to begin negotiations with that consultant. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

RATING SCALE		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.



NO.	CRITERIA	MAX POINTS
1	Completeness of Response	Pass/Fail
2	Understanding of the Work to be Done	25
3	Experience with Similar Kinds of Work	20
4	Quality of Staff for Work to be Done	15
5	Capability of Developing Innovative or Advanced Techniques	10
6	Familiarity with State-only Funding Procedures	10
7	Financial Responsibility	10
8	Demonstrated Technical Ability	10
9	Litigation History	Pass/Fail
10	Conflict of Interest Statement	Pass/Fail
11	Contract Agreement	Pass/Fail
12	Cost Estimate (Separately Sealed)	Pass/Fail
SUBTOTAL		100

1. Completeness of Response (Pass/Fail)

- a. Responses to the RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Understanding of the Work to be Done (25 Points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward.
- b. Detailed Scope of Services to be Provided
 - i. Proposed scope of Services to appropriate for all phases of work.
 - ii. Scope Addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- c. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- d. Schedule shows completion of the work within or preferably prior to the City's overall time limits as specified in Appendix C.
- e. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and State-only funding compliance/programming.



- f. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

3. Experience with Similar Kinds of Work (20 Points)

- a. Relevant experience of the firm and sub-consultants to conduct Right of Way and Preliminary Engineering Service on state/federal-aid projects.

4. Quality of Staff for Work to be Done (15 Points)

- a. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to the City's needs.
- b. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses site planning and programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

5. Capability of Developing Innovative or Advanced Techniques (10 Points)

- a. Consultant demonstrates understanding of the City's project objectives but also proposes innovative approaches to project design, management, and execution.

6. Familiarity with State-only Funding Procedures (10 Points)

- a. A statement addressing firm's responsibility and experience following all State-only funding contract provisions, such as DBE procedures, forms and reporting requirements, etc.

7. Financial Responsibility (10 Points)

- a. Demonstrates the financial responsibility of the firm.
- b. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

8. Demonstrated Technical Ability (10 Points)

- a. Demonstrates the technical expertise of the team assembled for the project.
- b. Identifies potential project challenges and how the firm is ready to address and move project forward.



9. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

10. Litigation History (Pass/Fail)

- a. Litigation history, if any, is described.
- b. If judgment(s) against Proposer, appropriate explanation provided.

11. Contract Agreement (Pass/Fail)

- a. Proposer reviews sample contract agreement provided in Attachment 2. Consultant provides a summary any potential issues with proposed contract terms.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	
2	Understanding the Work to be Done		25	
3	Experience with Similar Kinds of Work		20	
4	Quality of Staff for Work to be Done		15	
5	Capability of Developing Innovative or Advanced		10	
6	Familiarity with State-only Funding Procedures		10	
7	Financial Responsibility		10	
8	Demonstrated Technical Ability		10	
9	Litigation History		Pass/Fail	
10	Conflict of Interest Statement		Pass/Fail	
11	Contract Agreement		Pass/Fail	
12	Cost Estimate (Separately Sealed)		Pass/Fail	
Total:			100	



APPENDIX C – RFQ AND PROJECT SCHEDULE

- May 12, 2021 Issue Request for Proposals Services
 - May 31, 2021 Written questions due by 5:00 P.M.
 - June 9, 2021 Proposal due by 1:30 P.M.
 - June 14 thru July 1 Contract Negotiated and Consultant Selected
- July 13, 2021 City Council Meeting for Contract Award
- July 14, 2021 Notice to Proceed (or date of contract execution)
- December 2021 CTC Meeting for Allocation Request of PS&E Funds**
- December 2021 CTC Meeting for Allocation Request of Right of Way Funds**
- December 2022 CTC Meeting for Allocation Request of Construction Funds**
- Spring 2023 Council Award Construction Contract (End of Consultant's Contract)

**** *Opportunities to advance the schedule of these phases should be explored and will require coordination with Caltrans for funding availability***



ATTACHMENT 1

ATP Grant Application, West Street Elementary Project



ATTACHMENT 2

Sample Contract

April 30, 2021

**AGREEMENT FOR PROFESSIONAL SERVICES
West Street Elementary School Connectivity Project**

ARTICLE I INTRODUCTION

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

The name of the "CONSULTANT" is as follows:

Consultant Name

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

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

City of Corning

The Contract Administrator for LOCAL AGENCY will be Robin Kampmann, City Engineer

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONSULTANT.
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated MMMM DD, YYYY, attached as Exhibit A, and as further described in the list below:

TASK LIST TO BE INSERTED FROM PROPOSAL

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on _____ (date) contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when a construction contract is awarded or October 30, 2016, whichever comes first, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Robin Kampmann
City Engineer
City of Corning
794 Third Street
Corning, CA 96021

- E. The total amount payable by LOCAL AGENCY shall not exceed \$ _____ (Amount).
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated is _____dollars.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction offunds.

ARTICLE VIII CHANGE IN TERMS

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

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

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

ARTICLE X COST PRINCIPLES

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

ARTICLE XI CONTINGENT FEE

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

ARTICLE XII RETENTION OF RECORDS/AUDIT

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

ARTICLE XIII EXTRA WORK

At any time during the term of this Agreement, Local Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

ARTICLE XIV DISPUTES

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

ARTICLE XV AUDIT REVIEW PROCEDURES

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

ARTICLE XVI SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

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

ARTICLE XIX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by

certified mail, return receipt requested, has been given to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

ARTICLE XXI OWNERSHIP OF DATA

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

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXVI STATEMENT OF COMPLIANCE

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

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or

manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

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

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XXXI IDEMNITY

Consultant agrees to defend, indemnify and hold harmless the Local Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Contract or its failure to comply with any of its obligations contained in this Contract, except for any such claim arising from the sole negligence or willful misconduct of the Local Agency, its officers, agents, employees or volunteers.

ARTICLE XXXII NOTIFICATION

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

CONSULTANT:

Consultant Name
Project Manager
Street Address
City, State Zip

LOCAL AGENCY:

City of Corning
Robin Kampmann, City Engineer
794 Third Street
Corning, CA 96021

ARTICLE XXXIII CONTRACT

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

ARTICLE XXXIII SIGNATURES

City of Corning

By _____
Kristina Miller
City Manager

CONSULTANT NAME

By _____
Name
Title

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Collin Bogener, City Attorney

Approved Effective _____

EXHIBIT "A"
Scope of Services

EXHIBIT "B"
Compensation

EXHIBIT "C"
Required Certifications and
Forms

DRAFT



ATTACHMENT 3

Local Assistance Procedures Manual Exhibits

ITEM NO.: J-14

**AUTHORIZE STAFF TO SEEK REQUESTS
FOR QUALIFICATIONS (RFQ) FOR A
DESIGN CONSULTANT FOR THE OLIVE
VIEW SCHOOL STREET PROJECT ATP
GRANT**

May 11, 2021

TO: CITY COUNCIL OF THE CITY OF CORNING

FROM: KRISTINA MILLER, CITY MANAGER

ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

SUMMARY:

Staff requests Council authorization to advertise the attached Requests for Qualifications (RFQ) for a Design Consultant to perform environmental and engineering design services as required to prepare plans and specifications for construction of the Active Transportation Program (ATP) Olive View School Connectivity Project.

BACKGROUND:

The City of Corning applied for and received ATP Grant Funding for the Olive View School Connectivity Project. The proposed project would construct new sidewalks around the perimeter of Olive View Elementary School, place accessible pedestrian ramps at crossing locations and reconfigure crosswalk striping providing a safe route to the school where none exists. The proposed project would directly connect to sidewalk improvements that were constructed using Safe Routes To Schools funding obtained by the City of Corning in 2006 for sidewalk improvements adjacent to Maywood Davinci Middle School.

All interested design consultants will be required to respond to the attached RFQ by submitting Statements of Qualifications (SOQ's). Each SOQ will be reviewed and scored using the evaluation criteria specified in the RFQ. Once all SOQ's are scored staff will present a recommended consultant to the City Council for approval and award of the contract.

RECOMMENDATION:

**MAYOR AND COUNCIL AUTHORIZE STAFF TO SEEK REQUEST FOR
QUALIFICATIONS FOR A DESIGN CONSULTANT FOR THE OLIVE VIEW SCHOOL
STREET PROJECT ATP GRANT.**



REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE OLIVE VIEW ELEMENTARY SCHOOL CONNECTIVITY PROJECT

CITY OF CORNING, CA

DEPARTMENT OF PUBLIC WORKS
CORNING, CA

PROPOSALS ARE TO BE SUBMITTED TO:
CITY OF CORNING, DEPARTMENT OF PUBLIC WORKS
ATTENTION: OLIVE VIEW ELEMENTARY SCHOOL CONNECTIVITY PROJECT RFQ
794 THIRD ST. CORNING, CA 96021

PROPOSALS DUE BY:
JUNE 9, 2021; 1:30 PM

QUESTIONS MAY BE DIRECTED TO:
ROBIN KAMPMANN
PUBLIC WORKS DIRECTOR
PHONE: 530-824-7029
EMAIL: RKAMPMANN@CORNING.ORG

CITY PROJECT No.:
118-7727-9006

FEDERAL AID PROJECT No.;
ATPSB1L-5161(018)

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1 INTRODUCTION

The City of Corning is requesting proposals (RFQ) for Environmental, Right of Way and Engineering Services on a State-only funded Active Transportation Project.

The proposals submitted in response to this RFQ will be used as a basis for selecting the Consultant for this project. The Consultant's proposal will be evaluated and ranked according to the criteria provided in Appendix B of this RFQ.

Addenda to this RFQ, if issued, will be sent to all prospective consultants the City has specifically e-mailed a copy of the RFQ to and will be posted on the City's website at www.corning.org and CIPList at www.CIPList.com.

It shall be the Consultant's responsibility to check the City's website to obtain any addenda that may be issued.

The Consultant's attention is directed to Section 6.1, "Submittal Requirements."

Background:

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to encourage increased use of active modes of transportation, such as biking and walking. The ATP consolidates various transportation programs, including the federal Transportation Alternatives Program, state Bicycle Transportation Account, and federal and state Safe Routes to School programs into a single program to:

- Increase the proportion biking and walking trips,
- Increase safety for non-motorized users,
- Increase mobility for non-motorized users,
- Advance the efforts of reginal agencies to achieve greenhouse gas reduction goals,
- Enhance public health, including the reduction of childhood obesity through the use of projects eligible for Sage Routes to Schools Program funding,
- Ensure disadvantaged communities fully share in program benefits (25% of program), and
- Provide a broad spectrum of projects to benefit many types of active transportation users.

Understanding the goals and objectives of the ATP, the City of Corning identified the Olive View Elementary School Connectivity Project as a potential fit. The proposed project would construct new sidewalks around the perimeter of Olive View Elementary School, place accessible pedestrian ramps at crossing locations and reconfigure crosswalk striping providing a safe route to the school where none exists. The proposed project would directly connect to sidewalk improvements that were constructed using Safe Routes To Schools funding obtained by the City of Corning in 2006 for sidewalk improvements adjacent to Maywood Davinci Middle School. Funding will be used to prepare plans, complete the necessary environmental reviews and for construction of the project. The expected benefits of the project would be to eliminate the current hazards that prevent non-motorized transportation and to encourage students to walk to school in a safe environment.



Work will be issued on a task order by task order basis that are expected to follow phases of project development. Specific work items and related cost for each task order will be discussed and developed with the Consultant, prior to formal execution. Each task Order must be executed by both parties prior to commencement of work. Additional provisions related to Task Order preparation may be included and should be expected, such as DBE considerations.

Some or all of the services described herein are considered “public works” as defined by the California Labor Code section 1720, therefore, Consultants shall pay prevailing wages for all applicable covered work. In conjunction with all other Labor Code requirements, special attention is made to Labor Code §§ 1771.1 which has been changed to require registration of consultants and subconsultants to be eligible for submitting, as follows:

1771.1. (a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

Consultants and subconsultants are directed to the Department of Industrial Relations website for further information and online registration information; <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

In accordance with §§ 1771.4 (a) (1), this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The following forms and Local Assistance Procedures Manual (LAPM) exhibits must be submitted with each SOQ, and are attached to this RFQ (or are available online at Caltrans Local Assistance):

- LAPM Exhibit **10-H**, Sample Cost Proposal
- LAPM Exhibit **10-I**, Notice of Proposers DBE Information
- LAPM Exhibit **10-O1**, Consultant Proposal DBE Commitment
- LAPM Exhibit **10-Q** Disclosure of Lobbying Activities
- LAPM Exhibit **15-H**, DBE Information – Good Faith Efforts

The following forms and documents are not required to be submitted with the SOQ, but will be required during negotiations and/or after contract award. This list may not be inclusive of all post SOQ required forms.

- LAPM Exhibit **10-K**, Consultant Certification of Contract Costs and Financial Management System
- LAPM Exhibit **10-O2**, Consultant Contract DBE Commitment

The City of Corning Submitted the Olive View School Connectivity Project application for ATP Cycle 4 funding. The complete grant application is included as Attachment 1. The California Transportation Commission approved the Olive View School Connectivity Project for State-only funding.

In November 2019, staff submitted to Local Assistance a formal Request for Authorization to proceed with Project Approval and Environmental Document phase. This request will be formally considered at the March 25, 2020 California Transportation Commission meeting and formal authorization was received on



June 16, 2020. Staff has asked for a 9 month time extension for allocation for Plans, Specification and Estimate (PS&E) funding to allow for completion of the CEQA determination.

2 SCOPE OF WORK

General:

The City of Corning is interested in contracting with a Consultant that will conduct and coordinate specified tasks related to advancing the Olive View School Connectivity Project to the construction phase.

The work shall comply with the requirements of all of the following without limitation, and shall apply to this RFQ and any subsequent contract as though incorporated herein by reference:

1. Federal laws
2. State laws
3. Local laws
4. Rules and regulations of governing utility districts
5. Rules and regulations of other authorities with jurisdiction over the procurement of products

The Consultant shall comply with all insurance requirements of the City of Corning, included in the sample contract in Attachment 2.

Services to be Provided:

The Consultant selected shall provide all services to bring the construction funding allocation request for the Olive View School Connectivity Project to the California Transportation Commission by FY22/23. The City of Corning Engineer will serve as the contract manager and direct liaison between the Consultant and Caltrans District 2 Division of Local Assistance. The Consultant shall coordinate and be responsible for scheduling meetings, preparing and distributing minutes, tracking action items for the City and consultant sub-contractors, and preparing all submissions for the City to submit to Caltrans Local Assistance and the California Transportation Commission.

Services in general include completion of the project approval and environmental document phase, right of way phase, preparation of plans, specifications and estimates for project construction.

Specifically, the Consultant selected will be required to complete the following tasks:

Task I – Project Approval and Environmental Document

The consultant shall prepare all environmental documents and special studies/reports as required for environmental clearance per the California Environmental Quality Act (CEQA). The project is not expected to have significant environmental impacts. Opportunities to expedite the environmental review process should be explained in the Consultant's Proposal.

This task shall include minor preliminary engineering efforts to facilitate environmental review.

When environmental review process is complete, Consultant shall provide City staff needed documents to present to City Council for approval.



Upon completion of this task, Consultant shall prepare a Request for Authorization package for the California Transportation Commission to advance the project to the Plans and Specifications and Estimates phase.

Task II – Plans, Specifications and Estimates

(A) Surveys and Mapping – Consultant shall collect all field data required to ascertain the existing conditions for the purposes of designing the proposed improvements.

Right of Way and Utility Coordination

- a. Consultant shall research, review and add right of way records to the design drawings. If addition right-of-way must be secured to complete the project, such work will be authorized by Contract amendment. Consultant shall coordinate with adjacent property owners to establish driveway locations and other modifications required in front of their property such as fence relocations, mailbox relocation, or tree removal. Consultant shall use "Permit to Enter" form for properties involving betterments (new sidewalks, driveways, driveway conforms) to the maximum extent practicable.
- b. "A-Plans" for the subject project will be sent to Corning Irrigation District, Pacific Gas & Electric, Comcast and AT&T during the RFQ process. Consultant shall review provided utility maps, field data, and proposed design to coordinate utility relocations, as needed. "B-Plans" for utility conflicts shall be sent by the consultant. Subsequent LAPM forms for utility agreements, reports of investigations, and notices to owners, shall be prepared by the Consultant. While the project is State-only funded, Consultant shall use most Federal-aid procedures relating to Right of Way Utilities. This task encompasses all work relating to utility coordination and relocation.

If the City is determined to be liable for right of way or utility relocation expenses, Consultant shall prepare the Request for Authorization package to submit to the California Transportation commission for identified costs.

(B) Design – Design the improvements and prepare the plans, specification, and estimates in accordance with Caltrans Standards, California MUCD, and AASHTO Geometric Design guidelines to achieve project objectives. Special attention is directed to the Engineer's Estimate breakdown of participating costs for ATP funding. Consultant shall be prepared to maintain these designations in the bid schedule to ensure only ATP-eligible items of work are reimbursed.

This project is exempt from the City's Post-Construction Stormwater Standards Plan.

Consultant shall examine and present project alternatives, as necessary, which complete project goals within construction budget.

PS&E shall be submitted to the City at 60%, 90%, and the final contract documents. Consultant shall use the scope and Engineer's Estimate provided in the original ATP application as guidance for construction budget and project features.

Other items within this task include:

Construction Phase Authorization – Consultant shall prepare Request for Authorization to advance project to Construction using procedures outlined in the Caltrans Local Assistance



Procedures Manual and as required to Meet California Transportation Commission guidelines and schedules.

Bid Process – Provide an electronic copy of the final approved plans and specifications, a mylar copy of the final approved plans, and a hard copy of the final approved specifications. The electronic copy of the specifications shall be provided as both AutoCAD files and PDF files, and the electronic copy of the specifications shall be provided in both Microsoft Word format and PDF format. The City will be responsible for making copies of contract documents and will distribute to plan rooms and contractors. Consultant shall respond to questions that arise during the bid phase and prepare addendums which will be distributed by the City as necessary.



APPENDIX A – PROPOSAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of Proposal/Proposals by all Consultants. The intent of these guidelines is to assist Consultants in preparation of their proposals, to simplify the review process, and to provide standards to better compare proposals. Consultants are advised to review Appendix B – Proposal Evaluation for Further information on how scores will be assigned based on information presented by the Consultant.

Proposals shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

Robin Kampmann
City Engineer
794 Third Street
Corning, CA 96021

The letter shall include the Consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the Consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included.

The letter shall be signed by the individual authorized to bind the consultant to the proposal.

2. Executive Summary

3. Consultant Information, Qualifications and Experience

The City will only consider submittals from Consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects withing the past five (5) years which include the following information:

- A. Contracting agency
- B. Contracting agency Project Manager
- C. Contracting agency contact information
- D. Contract amount
- E. Funding source
- F. Date of contract
- G. Date of completion
- H. Consultant Project Manager and contact information
- I. Project Objective
- J. Project Description
- K. Project Outcome



4. Organization and Approach

- A. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this project.
- B. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- C. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

5. Scope of Work

- A. Include a detailed Scope of Work Statement describing all services to be provided.
- B. Describe project deliverables for each phase of our work.
- C. Describe your cost control and budgeting methodology for this project.

6. Schedule of Work

Provide a detailed schedule for all phases of the project and the proposing Consultant's services including time for reviews and approvals. Due to the nature of ATP and CTC programming and authorization, the consultant's schedule shall, at minimum, meet the Project Schedule shown in Appendix C. Expedited schedules are preferred to authorize funding phases and ultimately construction as soon as possible.

7. Conflict of Interest Statement

The proposing Consultant shall disclose any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project. The consultant shall also list current clients who may have a financial interest in the outcome of this contract or the construction project that will follow. The proposing Consultant shall disclose any financial interest or relationship with any construction company that might submit a bid on the construction project.

8. Contract Agreement

Indicate if the proposing Consultant has any issues or needed changes to the proposed contract agreement included as Attachment 2.

9. State-Only Funding Provisions

The proposing Consultant's services are State-only funded, which necessitate compliance with several requirements. Special attention is directed to the Revised Attachment 3 – Local Assistance Procedures Manual. The proposing Consultant shall complete and submit the following forms with the proposal to be considered responsive. These forms and instructions are provided for the proposer in Revised Attachment 3.



Consultant shall demonstrate familiarity of providing services for federally funded projects and has clear understanding of requirements/needs to facilitate the project through Caltrans Local Assistance and Local Assistance Procedures Manual.

10. Cost Estimate

The consultant performs the services stated in the contract for an agreed amount as compensation, including a net fee or profit.

In order to assure that the City is able to acquire professional services based on the criteria set forth in Government Code 4526, the proposal shall include an estimated price for each service of the proposal. Proposing Consultants will be required to submit certified payroll records, as required. Cost estimate shall be submitted in a separate sealed envelope from the proposal. Reference sample cost estimate in Attachment 3 LAPM 10-H. Consultant shall prepare a Lump Sum Fee estimate with progress payments at defined milestones/tasks.



APPENDIX B – PROPOSAL EVALUTATION

Evaluation Process

All proposals will be evaluated by a City Selection Committee (Committee). The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the City Engineer contact only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by proposer to contact and/or influence members of the Committee may result in disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitment may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City's requirements as set forth in this RFQ.

Once the evaluations of proposals are completed, the City may elect to interview a number of highest ranked proposers. The City reserves the right to select a consultant without conducting interviews. Finally, a consultant will be selected, the cost proposal for the selected firm will be opened and contract negotiations will begin. In the event negotiations fail to reach an agreement, the next highest ranked consultant's cost proposal will be unsealed to begin negotiations with that consultant. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

Evaluation Criteria

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

RATING SCALE		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of proposal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of proposal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.



NO.	CRITERIA	MAX POINTS
1	Completeness of Response	Pass/Fail
2	Understanding of the Work to be Done	25
3	Experience with Similar Kinds of Work	20
4	Quality of Staff for Work to be Done	15
5	Capability of Developing Innovative or Advanced Techniques	10
6	Familiarity with State-only Funding Procedures	10
7	Financial Responsibility	10
8	Demonstrated Technical Ability	10
9	Litigation History	Pass/Fail
10	Conflict of Interest Statement	Pass/Fail
11	Contract Agreement	Pass/Fail
12	Cost Estimate (Separately Sealed)	Pass/Fail
SUBTOTAL		100

1. Completeness of Response (Pass/Fail)

- a. Responses to the RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Understanding of the Work to be Done (25 Points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward.
- b. Detailed Scope of Services to be Provided
 - i. Proposed scope of Services to appropriate for all phases of work.
 - ii. Scope Addresses all known project needs and appears achievable in the timeframes set forth in the project schedule.
- c. Project Deliverables
 - i. Deliverables are appropriate to schedule and scope set forth in above requirements.
- d. Schedule shows completion of the work within or preferably prior to the City's overall time limits as specified in Appendix C.
- e. The schedule serves as a project timeline, stating all major milestones and required submittals for project management and State-only funding compliance/programming.



- f. The schedule addresses all knowable phases of the project, in accordance with the general requirements of this RFQ.

3. Experience with Similar Kinds of Work (20 Points)

- a. Relevant experience of the firm and sub-consultants to conduct Right of Way and Preliminary Engineering Service on state/federal-aid projects.

4. Quality of Staff for Work to be Done (15 Points)

- a. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to the City's needs.
- b. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person's time is appropriately committed to the project.
 - ii. Team successfully addresses site planning and programming efforts.
 - iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.

5. Capability of Developing Innovative or Advanced Techniques (10 Points)

- a. Consultant demonstrates understanding of the City's project objectives but also proposes innovative approaches to project design, management, and execution.

6. Familiarity with State-only Funding Procedures (10 Points)

- a. A statement addressing firm's responsibility and experience following all State-only funding contract provisions, such as DBE procedures, forms and reporting requirements, etc.

7. Financial Responsibility (10 Points)

- a. Demonstrates the financial responsibility of the firm.
- b. Cost Control and Budgeting Methodology
 - i. Proposer has a system or process for managing cost and budget.
 - ii. Evidence of successful budget management for a similar project.

8. Demonstrated Technical Ability (10 Points)

- a. Demonstrates the technical expertise of the team assembled for the project.
- b. Identifies potential project challenges and how the firm is ready to address and move project forward.



9. Conflict of Interest Statement (Pass/Fail)

- a. Discloses any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project.
- b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
- c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.

10. Litigation History (Pass/Fail)

- a. Litigation history, if any, is described.
- b. If judgment(s) against Proposer, appropriate explanation provided.

11. Contract Agreement (Pass/Fail)

- a. Proposer reviews sample contract agreement provided in Attachment 2. Consultant provides a summary any potential issues with proposed contract terms.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	
2	Understanding the Work to be Done		25	
3	Experience with Similar Kinds of Work		20	
4	Quality of Staff for Work to be Done		15	
5	Capability of Developing Innovative or Advanced		10	
6	Familiarity with State-only Funding Procedures		10	
7	Financial Responsibility		10	
8	Demonstrated Technical Ability		10	
9	Litigation History		Pass/Fail	
10	Conflict of Interest Statement		Pass/Fail	
11	Contract Agreement		Pass/Fail	
12	Cost Estimate (Separately Sealed)		Pass/Fail	
Total:			100	



APPENDIX C – RFQ AND PROJECT SCHEDULE

- May 12, 2021 Issue Request for Proposals Services
 - May 31, 2021 Written questions due by 5:00 P.M.
 - June 9, 2021 Proposal due by 1:30 P.M.
 - June 14 thru July 1 Contract Negotiated and Consultant Selected
- July 13, 2021 City Council Meeting for Contract Award
- July 14, 2021 Notice to Proceed (or date of contract execution)
- December 2021 CTC Meeting for Allocation Request of PS&E Funds**
- December 2021 CTC Meeting for Allocation Request of Right of Way Funds**
- December 2022 CTC Meeting for Allocation Request of Construction Funds**
- Spring 2023 Council Award Construction Contract (End of Consultant's Contract)

**** *Opportunities to advance the schedule of these phases should be explored and will require coordination with Caltrans for funding availability***



ATTACHMENT 1

ATP Grant Application, Olive View School Project



ATTACHMENT 2

Sample Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
Olive View School Connectivity Project**

ARTICLE I INTRODUCTION

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

The name of the "CONSULTANT" is as follows:

Consultant Name

Incorporated in the State of (NAME OF STATE)

The Project Manager for the "CONSULTANT" will be (NAME)

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

City of Corning

The Contract Administrator for LOCAL AGENCY will be Robin Kampmann, City Engineer

- B. The work to be performed under this contract is described in Article II entitled Statement of Work and the approved CONSULTANT's Cost Proposal dated (DATE). The approved CONSULTANT's Cost Proposal is attached hereto (Exhibit B) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- C. The CONSULTANT agrees to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the Consultant's services provided under this contract due to negligent acts, acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may immediately terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner provided in this contract. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided in this contract, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

ARTICLE II STATEMENT OF WORK

- A. Consultant shall complete the following task list as referenced in the Consultant's Proposal dated MMMM DD, YYYY, attached as Exhibit A, and as further described in the list below:

TASK LIST TO BE INSERTED FROM PROPOSAL

ARTICLE III CONSULTANT'S REPORTS OR MEETINGS

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the contract.

ARTICLE IV PERFORMANCE PERIOD

- A. This contract shall go into effect on _____ (date) _____ contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end when a construction contract is awarded or October 30, 2016, whichever comes first, unless extended by contract amendment.
- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE V ALLOWABLE COSTS AND PAYMENTS

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Article II Statement of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article VI Termination.
- C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVII Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

Robin Kampmann
City Engineer
City of Corning
794 Third Street
Corning, CA 96021

- E. The total amount payable by LOCAL AGENCY shall not exceed \$ _____ (Amount) _____.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

ARTICLE VI TERMINATION

- A. In addition to Article IE of this Contract, LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.
- B. The maximum amount for which the Government shall be liable if this contract is terminated is _____ dollars.

ARTICLE VII FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this contract may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only, if sufficient funds are made available to LOCAL AGENCY for the purpose of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this contract in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to void the contract under the 30-day cancellation clause, or by mutual agreement to amend the contract to reflect any reduction of funds.

ARTICLE VIII CHANGE IN TERMS

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

ARTICLE IX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION

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

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

ARTICLE X COST PRINCIPLES

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

ARTICLE XI CONTINGENT FEE

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

ARTICLE XII RETENTION OF RECORDS/AUDIT

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

ARTICLE XIII EXTRA WORK

At any time during the term of this Agreement, Local Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Local Agency to be necessary for the proper completion of Consultant's services, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from Local Agency.

ARTICLE XIV DISPUTES

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

ARTICLE XV AUDIT REVIEW PROCEDURES

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

ARTICLE XVI SUBCONTRACTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant.

ARTICLE XVII EQUIPMENT PURCHASE

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

ARTICLE XVIII INSPECTION OF WORK

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

ARTICLE XIX SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XX INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) Coverage Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultants profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Errors and omissions liability: \$1,000,000 per claim & \$1,000,000 aggregate.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions exceeding \$25,000 must be declared to and approved by the LOCAL AGENCY. At the option of the LOCAL AGENCY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the LOCAL AGENCY, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the LOCAL AGENCY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The LOCAL AGENCY, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance respects the LOCAL AGENCY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the LOCAL AGENCY, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by

certified mail, return receipt requested, has been given to the LOCAL AGENCY.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A: VII, unless otherwise acceptable to the LOCAL AGENCY.

Verification of Coverage

Consultant shall furnish the LOCAL AGENCY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the LOCAL AGENCY or on other than the LOCAL AGENCY's forms provided, those endorsements conform to LOCAL AGENCY requirements. All certificates and endorsements are to be received and approved by the LOCAL AGENCY before work commences. The LOCAL AGENCY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required.

ARTICLE XXI OWNERSHIP OF DATA

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

ARTICLE XXII CLAIMS FILED BY LOCAL AGENCY's CONSTRUCTION CONTRACTOR

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this contract.
- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this contract in order to resolve the construction claims.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE XXIII CONFIDENTIALITY OF DATA

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.
- F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT to any entity other than LOCAL AGENCY.

ARTICLE XXIV NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

ARTICLE XXV EVALUATION OF CONSULTANT

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

ARTICLE XXVI STATEMENT OF COMPLIANCE

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

ARTICLE XXVII DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or

manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.

- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

ARTICLE XXVIII STATE PREVAILING WAGE RATES

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

ARTICLE XXIX CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XXX REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XXXI IDEMNITY

Consultant agrees to defend, indemnify and hold harmless the Local Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all attorney fees, court costs, costs and expenses in connection therein), arising from its negligent performance, misconduct or omissions relating to the services under this Contract or its failure to comply with any of its obligations contained in this Contract, except for any such claim arising from the sole negligence or willful misconduct of the Local Agency, its officers, agents, employees or volunteers.

ARTICLE XXXII NOTIFICATION

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

CONSULTANT:

Consultant Name
Project Manager
Street Address
City, State Zip

LOCAL AGENCY:

City of Corning
Robin Kampmann, City Engineer
794 Third Street
Corning, CA 96021

ARTICLE XXXIII CONTRACT

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

ARTICLE XXXIII SIGNATURES

City of Corning

By _____
Kristina Miller
City Manager

CONSULTANT NAME

By _____
Name
Title

Approved and certified as being in conformance with the requirements of the Public Contract Code Section 20160 et seq.

Collin Bogener, City Attorney

Approved Effective _____

EXHIBIT "A"
Scope of Services

EXHIBIT "B"
Compensation

EXHIBIT "C"
Required Certifications and
Forms

DRAFT



ATTACHMENT 3

Local Assistance Procedures Manual Exhibits

**ITEM NO.: J-15
AWARD BID FOR THE 2021 MULTI-STREET IMPROVEMENT PROJECT TO VSS INTERNATIONAL, INC IN THE AMOUNT OF \$433,594.17 AND AUTHORIZE STAFF TO EXECUTE CONTRACT**

May 11, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: KRISTINA MILLER, CITY MANAGER
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

SUMMARY:

On Wednesday, May 5, 2021, the City received and opened two (2) Formal Bids for the 2021 Multi-Street Improvement Project.

A detailed Bid Summary is attached for Council review. See chart below for short summary:

Company	Project Total
VSS International	\$433,594.17
Pavement Coatings Co.	\$752,042.20

Staff is seeking authorization to award the project to VSS International, Inc. who has been determined to be the lowest responsible bidder.

FUNDING:

In June 2020, Council approved the 2020/2021 budget which authorized the expenditure of the following funds which are intended specifically for street maintenance and cannot be used within the General Fund.

2020 Street Project / Street Projects

002-9296-3001	\$100,000
106-9296-3001	\$125,000
108-9296-3001	\$150,000
109-9296-3001	\$50,000
110-9296-3001	\$50,000
111-9296-3001	\$25,000
114-9296-3001	\$100,000
115-9296-3001	\$50,000
Total:	\$650,000

RECOMMENDATION:

THAT MAYOR AND COUNCIL AWARD BID FOR THE 2021 MULTI-STREET IMPROVEMENT PROJECT TO VSS INTERNATIONAL, INC. IN THE AMOUNT OF \$433,594.17 AND AUTHORIZE CITY MANAGER TO EXECUTE CONTRACT.


Bid Opening Summary
Thursday, May 5, 2021
1:30pm
2021 Multi-Street Impovement Project

		Contractor:	VSS International, Inc.		Pavement Coatings Co.	
Item		Bid Qty	Unit Price	Bid Value	Unit Price	Bid Value
Bid Item No.	Description					
1	Mobilization	1	\$4,784.00	\$4,784.00	\$47,500.00	\$47,500.00
2	Traffic Control System	1	\$10,656.50	\$10,656.50	\$43,000.00	\$43,000.00
3	Water Pollution control	1	\$2,180.00	\$2,180.00	\$3,600.00	\$3,600.00
4	Clearing and Grubbing	1	\$9,125.00	\$9,125.00	\$21,333.00	\$21,333.00
5	Chip Seal W/Double layer Fiberized Microsurfacing	6184	\$19.40	\$119,969.60	\$22.00	\$136,048.00
6	Double Layer Fiberized Microsurfacing	49021	\$5.06	\$248,046.26	\$9.00	\$441,189.00
7	Ashphalt Concrete (2" Thick)	23	\$561.75	\$12,920.25	\$1,150.00	\$26,450.00
8	Concrete Valley Gutter	48	\$144.45	\$6,933.60	\$300.00	\$14,400.00
9	Thermoplastic Traffic Lines CalTrans Std. A20A Detail 1	10888	\$0.37	\$4,028.56	\$0.65	\$7,077.20
10	Thermoplastic Pavement Marking ('Stop' & Solid Bar)	438	\$8.56	\$3,749.28	\$5.00	\$2,190.00
11	Thermoplastic Pavement Marking (Crosswalks)	1142	\$4.82	\$5,504.44	\$5.00	\$5,710.00
12	Thermoplastic Pavement Marking (Railroad Crossing Symbol)	268	\$8.56	\$2,294.08	\$5.00	\$1,340.00
13	Thermoplastic Pavement Marking Caltrans STD Type IV Arrows	60	\$19.26	\$1,155.60	\$5.00	\$300.00
14	4" White Thermoplastic Parking Striping	1	\$2,247.00	\$2,247.00	\$1,905.00	\$1,905.00
PROJECT TOTAL:				\$433,594.17		\$752,042.20

ITEM NO.: J-16

**ADOPT RESOLUTION 05-11-2021-01
DESIGNATING THE WEST SIDE OF
FOURTH STREET FROM YOLO STREET
SOUTH TO YOLO-SOLANO ALLEY AS A
LOCATION WHERE DIAGONAL PARKING
IS AUTHORIZED; AND AUTHORIZE THE
USE OF CITY STREET MAINTENANCE
FUNDS FOR STRIPING.**

May 11, 2021

TO: CITY COUNCIL OF THE CITY OF CORNING
FROM: KRISTINA MILLER, CITY MANAGER 
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

SUMMARY:

City of Corning Ordinance No. 569 allows the designating of portions of certain streets for diagonal parking, after a City Council review and approved by Resolution. The attached Resolution establishes diagonal parking on the West side of Fourth Street, from Yolo Street south to the Yolo-Solano Alley.

City Staff, in accordance with the Ordinance, has reviewed the Circulation Element of the General Plan, and determined that the proposed diagonal parking conforms to the objectives of the General Plan.

BACKGROUND:

City Staff received a letter requesting the diagonal parking from Doug and Shelly Hargens, the owners of Sweet Swirls Cakes and Confections on January 8, 2018. A follow up letter was then received on March 15, 2021 signed by multiple businesses in the area supporting the parking change as it would provide additional parking that could be utilized by all their clients. (See attached letters).

Previously diagonal striping modifications have been paid for by the requestor, typically the adjacent property owner. Since this proposed parking modification would benefit multiple businesses in the downtown area, it is requested that Council approved City Staff to perform the restriping utilizing City Street Maintenance funds. The estimated cost for the diagonal striping modification on Fourth Street is \$550 for materials and labor.

RECOMMENDATION:

MAYOR AND COUNCIL:

- 1. APPROVED RESOLUTION NO. 05-11-2021-01 DESIGNATING THE WEST SIDE OF
FOURTH STREET FROM YOLO STREET SOUTH TO YOLO-SOLANO ALLEY AS A
LOCATION WHERE DIAGONAL PARKING IS AUTHORIZED; AND**
- 2. AUTHORIZE THE USE OF CITY STREET MAINTENANCE FUNDS FOR STRIPING.**

RESOLUTION NO. 05-11-2021-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING, DESIGNATING THE WEST SIDE OF FOURTH STREET FROM YOLO STREET SOUTH TO YOLO-SOLANO ALLEY AS A LOCATION WHERE DIAGONAL PARKING IS AUTHORIZED

WHEREAS, California Vehicle Code section 22503 allows a local authority to designate location on streets within a City where angle parking is permitted; and

WHEREAS, the City Council, through Ordinance No. 569, has created Section 10.28.180 of the Corning Municipal Code, providing for angle parking; and

WHEREAS, a need for this type of parking has been identified in the Community;

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF CORNING THAT:

1. The location identified in "Exhibit A", attached hereto, and known as the west side of Fourth Street between Yolo Street and Yolo-Solano Alley, is hereby designate as a location where angle parking for vehicles is authorized and where the appropriate striping to identify such parking may be placed on the surface of the streets so designated.
2. Based upon City Staff review, the City Council hereby finds that angle parking at this location is in conformance with the Circulation Element of the General Plan of the City of Corning, and is consistent with the objectives of the General Plan.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Corning held on April 27, 2021 by the following vote:

AYES:

OPPOSED:

ABSENT:

ABSTAIN:

Robert Snow Mayor

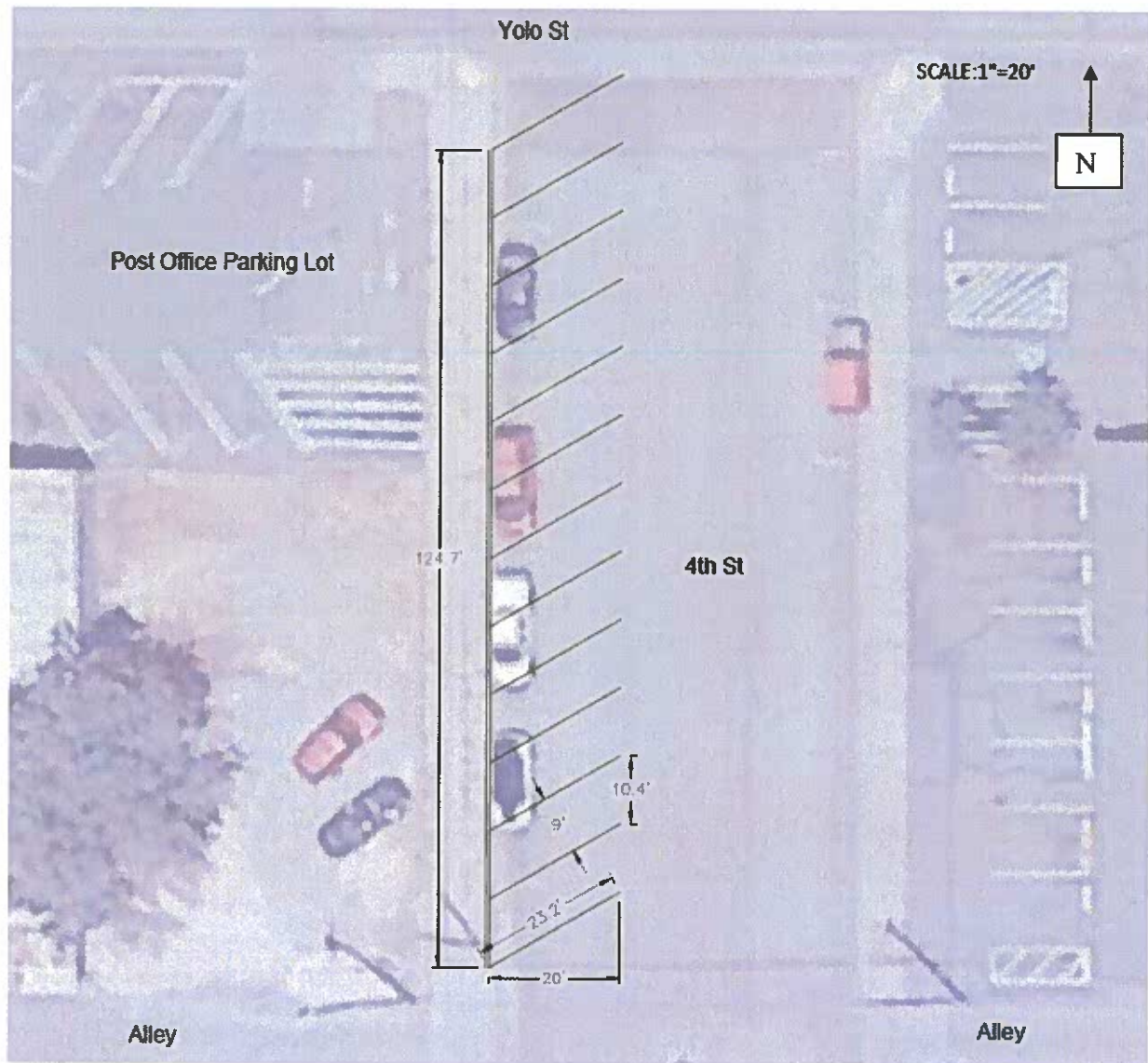
ATTEST:

Lisa M. Linnet, City Clerk

I, Lisa M. Linnet, City Clerk of the City of Corning, California, DO HEREBY CERTIFY that the foregoing Resolution (Resolution 05-11-2021-01) was duly introduced, approved and adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 11th day of May, 2021 by the votes listed above.

Lisa M. Linnet, City Clerk

"EXHIBIT A"



Sweet Swirls Cakes and Confections
Doug and Shelly Hargens
711 4th Street
Corning, Ca 96021

Monday, January 08, 2018

City of Corning

I am writing this letter to request two changes.

First would be the implementation of a painted curb green zone of three parking spaces directly in front of our business, Sweet Swirls Cakes and Confections, at 711 4th Street, in the City of Corning. There has been an increase in vehicle parking due to two new businesses, Claire's Flower Shop and The Red Door Salon as well as the existing Discoteca Ruiz on Solano Street. Their customers, employees and owners use parking on Fourth Street as well for extended periods of time. A 15 minute limit on the three parking spaces in front of our business would be helpful in keeping those spots open for our customers to have access to our business as they are usually in and out in a matter of minutes. I have had numerous concerned customers ask about the parking problem, if our customers cannot get to our business we will lose our business.

In addition to the 15 minute parking zone it would be helpful to have diagonal parking along 4th street on the west side adjacent to the post office parking lot. This would create more parking spaces for all concerned.

We would appreciate you reviewing these suggestions and look forward to hearing from you regarding this.

Thank You

Shelly and Doug Hargens
Sweet Swirls Cakes and Confections
530-592-5232

City Of Corning

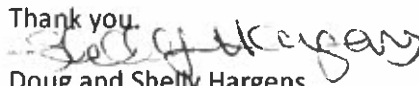
March 15, 2021

I am writing this letter to address a request I had made in 2018.

The businesses on 4th street would like to see diagonal parking along the west side adjacent to the post office parking lot. This would create more parking spaces for all concerned..

We would appreciate you reviewing these suggestions and look forward to hearing from you regarding this matter..

Thank you.


Doug and Shelly Hargens

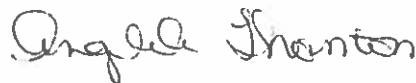
Sweet Swirls Cakes and Confections

Tami and Mark Olsen

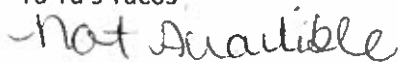


Bubba Q

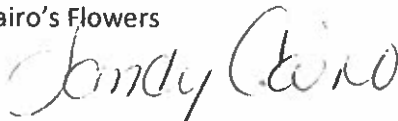
The Quilt Basket



Ya Ya's Tacos



Cairo's Flowers



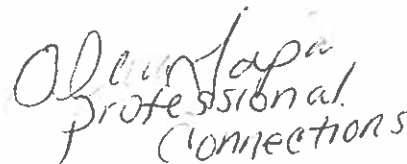
The Red Door Salon



Olive City Auto Repair







ITEM NO.: J-17
APPROVE ANNUAL AGREEMENT AND
MEMBERSHIP WITH 3CORE ECONOMIC
DEVELOPMENT DISTRICT AT A COST
OF \$7,500.

May 11, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
LISA M. LINNET, CITY CLERK

BACKGROUND:

3CORE is the federally recognized Regional Economic Development Corporation (EDC) for the Counties of Tehama, Glenn and Butte. They work with the City to include Corning's economic development priorities in the regional strategy by soliciting federal grant financing for planning purposes and actual economic development projects. As a Federally Certified Community Development Financial Institution (CDFI) and designated Community Development Entity (CDE), they are positioned to support investment into the local Opportunity Zones, as well as deliver technical assistance focused on regional resiliency and disaster planning and coordination.

3CORE is a key part of Corning's "Economic Development Team". 3CORE helps find "gap" financing for commercial and industrial development ventures. To help cover operating costs, 3CORE receives a Federal Grant totaling \$75,000 which requires a dollar for dollar local match. Our Agreement with 3CORE runs on the fiscal year and will expire on June 30th, as such they approach the City each year in April for a review of the City's commitment because they must comply with Federal and State application requirements. It is now appropriate to consider a new contract. The adjusted FY 2021-2022 cash match for the City of Corning has not increased this year and remains at \$7,500.

Our membership provides us with direct access to:

- Regional Economic Development Strategy;
- Statewide Economic Development Networks;
- Legislative Advocacy; and
- Discounted consulting fees; and

As a result of our membership, Businesses in our jurisdiction are eligible to receive:

- Start-up and expansion financing through their \$6M loan pool;
- Discounted loan fees & interest rates;
- Financial Readiness counseling; and
- Expert monitoring.

In the past 3CORE has aided the City of Corning with the following projects:

- Assistance in developing a new Downtown Business Facade Program.
- Development & annual updates of the Comprehensive Economic Development Strategy (CEDS) for the City and District's related priority projects.
- Monitoring and Mapping of a local Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) analysis; providing a consensus scope of work detailing Partner priorities, timelines, budget and responsibilities of 3CORE and Partner; and identification of funding sources for S.W.O.T. priorities within the CEDS.
- Maintaining key memberships in National, State, and Regional Organizations representing the Tri-County Region.
- Monitoring & communicating about Federal & State legislative actions that could affect the North State and soliciting & coordinating support from region as appropriate.
- Providing best practices of successful business retention and expansion models.

- Discounted loan fees and interest rates for eligible businesses located within the City of Corning and its sphere of influence (including other areas designated by the City of Corning) who qualify for and receive financing through 3CORE.
- Supported initiatives that lead to business recovery & growth, including utilizing "Opportunity Zones".
- Launching multi-million-dollar grant programs associated with the COVID-19 Pandemic from scratch, with 3CORE team members reviewing applications nonstop, including on evenings and weekends.

Pre-Qualification Services, Grant Development & Application Preparation Services, and Financial Advisory Services are also available at an additional charge.

RECOMMENDATION:

MAYOR AND CITY COUNCIL APPROVE:

- **THE ANNUAL PARTICIPATION IN 3CORE;**
- **AUTHORIZE PAYMENT ON JULY 1, 2021 TO 3CORE FOR THE CITY'S SHARE OF THE LOCAL GRANT MATCH IN THE AMOUNT OF \$7,500 FROM FUND 001-7408-4010 ECONOMIC DEVELOPMENT.**



RECEIVED

MAY 03 2021

CORNING CITY CLERK

April 28, 2021

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

Dear Kristina,

What a year it has been finding our way through recovery from multiple disasters and living through a worldwide pandemic. But I am confident we can rebound, and the new year feels bright and full of possibilities.

Our focus in 2021 is in building relationships, fostering collaboration, and encouraging business growth in our communities. As the pandemic unfolded, we met with our partners to identify challenges businesses were facing and to discuss how we could be an active problem solver. Some examples include:

- Organizing the delivery and distribution of over 4 million disposable surgical masks and 44,000 gallons of hand sanitizer at no cost to small businesses, not just to our footprint, but to 16 of our neighboring counties also in need.
- Launching multi-million-dollar grant programs from scratch, with 3CORE team members reviewing applications nonstop, including on evenings and weekends.
- Creating a Business Resource Liaison Program to address the knowledge gap in business services our local small business community experiences. Hours were spent talking on the phone, text messaging, and emailing, to guide our business owners through a laundry list of federal, state and local grant opportunities. Through this, we have created trusted relationships with local entrepreneurs, who now come to us first to help them overcome challenges.

As a federally designated Community Development Financial Institution (CDFI), 3CORE responded to financing gaps revealed early in the pandemic that caused many small businesses to be left out of government funding programs. We aligned our Revolving Loan Fund program guidelines to provide relief for businesses during this challenging time; with rate reductions, term extensions, and a variety of other options that a CDFI is uniquely suited to accommodate.

During this most recent period our team facilitated the completion of a Camp Fire Regional Economic Impact Analysis, outlining the effects of the Camp Fire on the tri-county region. This study examined a variety of complicated questions and provided succinct answers for strategic disaster recovery and regional planning.

Concurrently, we have begun the process to update the regional Comprehensive Economic Development Strategy (CEDS), outlining a five-year plan to strengthen the economy, while improving economic prosperity and addressing the nuanced environmental challenges of the wildfire-prone region in which we live, work, and play.

We continue to diversify our services to address the needs of our communities, which this year meant increasing our outreach to underserved populations such as minority, women-owned, and rural businesses that often find themselves with a lack of resources. We believe that business owners in our communities should have equal access to resources, and through our Minority Owned Business Program, we are working toward that end.

3CORE continues to act regionally and emphasize collaboration with our partner organizations. 3CORE remains an active member of the California Stewardship Network, a statewide non-partisan economic development organization. 3CORE team members are regularly participating in brainstorming sessions with our colleagues throughout the state about solutions to complex problems, best practices to leverage funding, and potential super-regional projects.

As the region's Economic Development District, our goal is to create a region that is prepared, resilient, and investment-ready, your membership ensures this work will continue in our cities and counties.

Benefits of your Membership include:

- ▲ Regional economic development strategy
- ▲ Statewide economic development networks
- ▲ Legislative advocacy
- ▲ Discounted consulting fees

As a result of your Membership, businesses in your jurisdiction are eligible to receive:

- ▲ Start-up and expansion financing through our \$6M loan pool
- ▲ Discounted loan fees & interest rates
- ▲ Financial readiness coaching
- ▲ Expert mentoring

Enclosed is your Membership Renewal Invoice for 2021-2022, additional services are available on a fee-for-service basis. Thank you for your continued partnership in regional economic development. These are challenges we could not confront alone, and your collaboration is invaluable.

Sincerely,



Patty Hess

Executive Director



3CORE, Inc.
2515 Ceanothus Avenue
Suite 105
Chico, CA 95973

Invoice

Date	Invoice #
5/1/2021	20199

Bill To
Kristina Miller City of Corning 794 Third Street Corning, CA 96021

Description	Amount
Membership Renewal 2021-22 ***Please note our new address***	7,500.00
Total \$7,500.00	

Phone #	Fax #	E-mail	Web Site
530.893.8732 x202	530.893.0820	jwilliams@3coredc.org	www.3coredc.org

Item No.: J-18

**REQUESTS FOR PROPOSALS FOR GRANT
ADMINISTRATION SERVICES FOR
COMMUNITY DEVELOPMENT BLOCK
GRANT FUND PROGRAMS**

May 11, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER

BACKGROUND:

City staff recommend the City seek a Request for Proposals for a Contract Grant Administrator to administer the Community Development Block Grant (CDBG) CV-2 and CV-3 funds, as more thoroughly described in the attached Request for Proposals. As previously announced, these funds are incredibly onerous to manage. A consultant experienced in managing CDBG programs is highly recommended to ensure the grant is administered following all compliance protocols and reporting requirements.

HISTORY:

On March 27, 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act in response to the impacts of the COVID-19 pandemic. The California State Department of Housing and Community Development (HCD) published a Notice of Funding Availability (NOFA) for Community Development Block Grant Coronavirus Aid, Relief, and Economic Security (CDBG-CV1) funds on June 5, 2020 for \$18.7 million in funds. Additional funding has been made available to the Department and will be allocated to the Cities and Counties. The NOFA was released in late December. The State has received a total \$113,263,490 in CV2, and \$18,031,478 in CV3 funding. The City of Corning has been allocated \$281,839. The City (through a Memorandum of Understanding with the County of Tehama) has already made application for CV 1 Funds for a Business Assistance Program and the County finally received the contract to begin implementation.

Eligible activities paid for with State CDBG funds must meet one of the three National Objectives listed in CDBG Federal Statutes as follows:

1. Benefit to low-income households or persons (also called Low/Mod Benefit);
2. Slum and blight (addressing physical problems in specific neighborhoods); or
3. Meeting urgent community development need (a need resulting from a State or Federal declared disaster or posing unforeseen risks to health and safety).

In addition, eligible activities must be used directly to prevent, prepare for, or respond to COVID-19 and meet CDBG requirements as provided and directed by HCD in the published NOFA and outlined in their plan as follows:

- Public services to respond to COVID-19 impacts.
- Public facility improvements to increase capacity for healthcare facilities and improve public facility safety as related to COVID-19.

- Housing facilities for persons experiencing homelessness, including acquisition and rehabilitation.
- Economic development to support needs of local businesses to retain and bring back jobs impacted by COVID-19.

All activities are required to meet a National Objective as outlined under Section IV. of the attached NOFA.

On January 26, 2021 a public hearing was held to gather information regarding the needs of the community and business community. During the Public Hearing staff made suggestions based on eligible activities. At the February 23, 2021 City Council meeting the City Council chose to spend the funds as follows:

1. \$200,000 for utility payment assistance for those financially impacted by the COVID-19 pandemic, and
2. \$81,839 to support infrastructure costs for the Homeless Navigation Center.

Staff are currently developing the application for submittal.

COST ANALYSIS:

It is estimated the City will be eligible to receive up to \$281,839 based on a formula provided by HCD. Of that amount, approximately 13% (\$26,000) can be used towards administration, which will include the Consultant's cost for administering the grant and reimbursement of Staff time

RECOMMENDATION:

MAYOR AND COUNCIL AUTHORIZE STAFF TO SEEK REQUEST FOR PROPOSALS FOR COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION CONSULTANT SERVICES



REQUEST FOR PROPOSALS
for
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM CONSULTANT SERVICES

Proposals Due By: Friday, June 11, 2021 @ 5:00 p.m.

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Exhibit A: Scope of Work

Exhibit B: Sample Professional Services Agreement

**COMMUNITY DEVELOPMENT BLOCK GRANT
CONSULTANT FIRMS TO PROVIDE
Contract/Grant Administrator**

Introduction

The Federal Housing and Urban Development (HUD) Agency provides funds to States to principally benefit low-income people, eliminate slums and blight, and/or meet an urgent community development need. The California Department of Housing and Community Development (HCD) administer this funding to local jurisdictions through the Community Development Block Grant (CDBG) Program. The City of Corning is seeking a Consultant to prepare proposals and implement CDBG programs and projects. The City has previously been awarded CDBG funding for Public Facilities and Planning and Technical Assistance. In addition, this Request for Proposals would encompass potential future projects for Housing, Public Improvements, Community Facilities, Public Services, and Economic Development Programs. **CONSULTANTS SHOULD INDICATE WHICH SPECIALTY THEY ARE APPLYING FOR.** The City will select the most qualified Consultant for each project areas on a per-project basis. Firms will not be required to do all specialty areas to be considered for selection.

HUD and HCD require local jurisdictions to follow stringent federal and state laws and regulations. Numerous and often complex reporting requirements must be met in a timely fashion. The City is seeking a response to this Request for Proposal from qualified consultants to administer and implement the City's CDBG Programs for the next three years. This RFP includes a description of the scope of work, proposal requirements and instructions for submitting your Proposal. In the event that any revisions to this RFP are required, a written Addendum will be issued to all recipients of the original RFP.

All inquiries regarding this RFP may be directed to:

City of Corning
Attn: Lisa M. Linnet
Administrative Services Manager
794 Third Street
Corning, CA 96021
Phone: (530) 824-7033
Email: llinnet@corning.org

Request for Proposals:

The City of Corning is seeking a Contract Grant Administrator to provide services to the City for the administration and implementation of the Projects or Programs listed above. The response to the "Request for Proposals" must be made according to the requirements set forth in this RFP. Failure to adhere to these requirements or to include conditions, limitations or misrepresentations may be cause for rejection of the submittal.

The following represents the tentative schedule:

Release Request for Proposals:	Friday, May 14, 2021
Deadline for Questions:	Friday, May 28, 2021
Proposal Deadline	Friday, June 11, 2021
Evaluations/Contract Negotiations/Award	TBD based on Projects

Consultant's proposal shall include all preparation, oversight, documentation, coordination, consultation, meetings, reviews, etc. as necessary to comply with federal CDBG requirements for the project or program. This shall include, but is not limited to the following:

- A. Cover letter including the title of this RFP, name and mailing address of Company, and the Contact Person including email address and telephone number. The cover letter must be signed by an Officer empowered by the Firm to sign such material and thereby commit the firm to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in the RFP and a commitment to enter a binding contract.
- B. A brief history and detailed summary of your firm's qualifications and specific experience. **CONSULTANTS SHOULD INDICATE WHICH SPECIALTY THEY ARE APPLYING FOR.** The City will select the most qualified Consultant for each project area on a per-project basis. Firms will not be required to do all specialty areas to be considered for selection.
- C. A statement of your firm's policy regarding affirmative action, and indication if your firm is a small business and/or minority or woman owned business.
- D. Experience of firm and individual team members as it pertains to CDBG grant funded project contract and grant administration and implementation, including CDBG funding procedures and Labor Standards Compliance Regulations (include resumes and references);
- E. List of similar work performed by the firm, including location and type of project. The City may contact past clients for references. Provide the name and telephone number of a reference for each project listed;
- F. Provide a preliminary cost estimate for each type of grant, including hourly rates for personnel who will be assigned to the grant projects. Also provide a cost estimate for application preparation for each type of grant.
 - 1. Provide the hourly rate for each project team member who would be assigned to this project and the estimated number of hours required for each task.
 - 2. Indicate other expenses that are requested to be reimbursed.
 - 3. Consultant shall identify any personnel and overhead costs associated with periods of project inactivity or delay.
- G. Organizational chart applicable to this project identifying the project manager, key personnel, and supporting staff. Specific responsibilities of each person should be detailed. Please include the firm's capacity to perform the tasks/projects in a timely and efficient manner.
- H. Knowledge of the City of Corning (list any previous experience with the City);
- I. Acknowledgement that the standard contract for the City of Corning (see **Exhibit B** for the sample) is acceptable as presented or as amended (include the proposed amendments). The selected Contractor will be required to execute a Professional Services Agreement with the City.

Scope of Work

The Scope of Work is described in Exhibit A. The selected Contractor shall conduct these projects in accordance with state and federal laws and regulations as described in the Standard Agreement, Exhibit B and Federal Mandatory Conditions, Exhibit C.

Submittal of Proposals

The entire proposal may be submitted by email by **Friday, June 11, 2021 at 5:00 p.m.** to the following:

City of Corning
Attn: Lisa M. Linnet
Email: llinnet@corning.org

Alternately, a hard copy of the Proposal may be submitted by **Friday, June 11, 2021 at 5:00 p.m.** either in person or by mail to the following address:

City of Corning
Attn: Lisa M. Linnet
794 Third Street
Corning, CA 96021

Late or incomplete proposals will not be considered. The City shall have the sole discretion in determining the completeness of each proposal. This solicitation of proposals is not construed as a contract of any kind. The City is not responsible for any pre-contractual expenses incurred by firms responding to this RFP. All proposals shall become the property of the City and will not be returned. All proposals received may become public records under the laws of the State of California and the public may be given access to them after the formal selection process has been completed.

It is understood and agreed that the Proposer claims no proprietary rights to the ideas and written materials contained in or attached to its proposal. Proposals will be maintained as confidential until a selection is made by the City, at which time, all proposals will be public record.

Proposers warrant and covenant that no official or employee of the City, or any business entity in which an official of the City has an interest, has been employed or retained to solicit or aid in the procuring of the contract of this project.

The successful Proposer will have the status of an independent contractor and will not be either an officer or an employee of the City.

Consultant shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

Method and Criteria for Selection

The initial review of all proposals will be to evaluated to ensure they meet the following minimum requirements:

- A. The proposal is complete and is in compliance with the RFP.
- B. Prospective firm agrees to meet, **by inclusion of such statement in submittal letter,** all State and Federal requirements included in this RFP.

Failure to meet these requirements may result in the proposal being rejected. No proposal shall be rejected if it contains minor irregularities, defect, or variation of the irregularity; defect or variation is considered by the County to be immaterial or inconsequential. In such case, the Proposer will be notified of the deficiency in the proposal and given the opportunity to correct. The County may elect to waive the deficiency and accept the proposal as submitted.

The County reserves the right to reject any and all proposals submitted, to request clarification of information submitted, to request additional information from any and/or all applicants, and to waive any irregularity in the proposal and review as long as County procedures remain consistent with the State Department of Housing and Community Development procurement requirements.

Cost, while an important factor, will not be the sole determining factor. The contract will be awarded to the proposer who submits the most favorable overall proposal, as determined by the

County in its sole discretion, and may be awarded to other than the lowest proposer. Proposals will be evaluated based on the following criteria:

Evaluation Score Methodology:	Points Available
Capacity to perform required Scope of Work	30
Experience and qualifications of individuals identified in the consultant's project team	30
Thoroughness of the Scope of Work, milestones, schedule, cost analysis, and approach to completing the project	30
Demonstrated ability to perform tasks/projects in a timely and efficient manner	10
Total	100

The City may elect to interview the most qualified firms as evidenced by the submitted proposals to negotiate final costs/anticipated effort for each milestone. Selected consultants will be required to submit a final cost proposal for City review and determination of award.

The terms and scope of the Contract will be determined based on negotiations between the City and the prospective Consultant. If the City and the prospective Consultant fail to reach a contractual agreement, the City may negotiate with any other top-selected Consultant.

After selection of the Consultant, all applicants will be notified of the City's decision.

Disputes Relating to Proposal Process:

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the City within ten calendar days of the date of the recommendation award or denial letter.

Grounds for an appeal is that the City failed to follow the selection procedures and adhere to requirements specified in this RFP or an addenda or amendments thereto; there has been a violation of conflict of interest as provided by California Government Code section 87100 et seq; or violation of Federal or State law. The City will consider only those specific issues addressed in the written appeal.

The City shall consider any matter appealed during a scheduled hearing, within thirty days of receipt. The decision of the City Manager shall be final with respect to the matters of fact.

All disputes and/or appeals must be submitted to:

City of Corning
City Manager
794 Third Street
Corning, CA 96021

Contract Termination/Debarment:

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

The RFP/contract may be voided at any time for cause, by giving at least 14 days written notice, due to violations of any terms and/or special conditions of the RFP/contract, upon request of HUD/County, or withdrawal of the expenditure authority.

It is a mutually understood between the parties that this RFP may have been written before ascertaining the availability of appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the RFP were executed after the determination was made.

The RFP is valid and enforceable only if sufficient current funds are made available to the Department by the United States Government for the Federal fiscal year. In addition, this RFP is subject to any additional restrictions, limitations, conditions, or statute enacted by the Congress or State Legislature, which may affect the provisions, terms, or funding of this RFP.

Insurance Requirements:

See Exhibit B, Consulting Services Agreement for Professional Services.

Conflict of Interest:

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any Contract, Subcontract or RFP with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this section.

Assignment:

Any Contract resulting from this Bid and any amendments or supplements thereto shall not be assignable by the successful Bidder either voluntarily or by operation of law, without the written approval of the City and shall not become an asset in any bankruptcy, receivership, or guardianship proceedings. Any Assignee would need to have equivalent qualifications as to retain award eligibility.

Federal Terms and Conditions:

During the performance of the contract, the Contractor must agree to comply with all applicable Federal laws and regulations including but not limited to the following (See Exhibit B, Consulting Services Agreement for Professional Services):

Exhibit A

SCOPE OF WORK

General Administration:

- 1) Prepare notification for and conduct all required public meetings and hearings.
- 2) Prepare funding applications for Community Development Block Grants as requested by the City.
- 3) Complete all Contract Special Conditions including environmental review, anti-displacement and relocation assistance plan, program income reuse plan, etc.
- 4) Prepare Program Guidelines.
- 5) Conduct any necessary procurement for subcontractors, as requested, including preparation of Request for Proposals/Qualifications, solicitation of qualified bidders, advertisements, etc.
- 6) Assist in the preparation of contracts, as requested, for subcontractors and subrecipients.
- 7) Complete all program reporting to the State Department of Housing and Community Development (HCD).
- 8) Maintain all program fiscal records including preparation of Cash Requests, monitoring payments to subcontractors, and coordination with the City Administrator.
- 9) Supervise loan packagers for housing or small business loan programs.
- 10) Prepare public information file.
- 11) Act as principal liaison with the State Department of Housing and Community Development.
- 12) Schedule, notice and conduct meetings of housing and small business loan committees and technical advisory groups, as necessary.
- 13) Oversee program Equal Opportunity compliance including referrals for housing discrimination complaints and preparation of necessary language regarding equal opportunity, Section 3, Section 504 in advertisement, bid packages, and contracts.
- 14) Oversee screening of program applicants for income eligibility.
- 15) Prepare program records for monitoring by State representatives, conduct site visits, respond to comments, and correct any findings required by HCD.
- 16) Attend any CDBG related trainings or informational meetings conducted by HCD.
- 17) Meet all administrative milestones set forth in any State CDBG contract made a part of this Agreement.

**ITEM NO.: J-19
CITY OF CORNING CAPITAL
IMPROVEMENT PROGRAM
AND MEASURE A FUNDING
PRIORITIES FOR SERVICE**

May 11, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: KRISTINA MILLER, CITY MANAGER

SUMMARY:

City staff are pleased to present the Council with the FY 2021/2022 Capital Improvement Plan. This document is the combination of three departments (Fire, Police, and Public Works) Capital Improvement Proposals.

The Capital Improvement Plan is the long-range plan of action for funding public improvements in support of existing residents, users, and businesses, and to accommodate future development. The adoption of the Capital Improvement Program by the City Council establishes a Policy for priority spending. **Approval of priorities does not assure funding; funding is determined by the City Council when the Final Budget is approved.**

UPCOMING BUDGET:

The Fiscal Year 2021/2022 budget is currently being drafted and finalized for Council consideration. According to Hinderliter de Llamas, the City's sales tax consultant, the City should anticipate receiving approximately \$1,167,000 in Measure A revenues in FY 2021/22.

Measure A revenue may be spent as indicated below.

FY 2021/22 Measure A Funding Priorities	
Dispatch General Fund Contribution	200,000
Fire Reserve Fund	324,002
Police Reserve Fund	139,747
Public Works Reserve Fund	183,793
Street Projects	200,000
Public Works General Fund Contribution to support hiring of additional PT staff	59,909
Park Improvements	59,548
Total Measure A Funding	1,167,000

The dollar amounts in the above table may need to be adjusted at Final Budget approval depending on revenue and expenditure projections that are currently being finalized.

Measure A funding is proposed to fund \$200,000 of additional street related work to further improve City roads beyond what existing street funds and SB 1 funds provide. Senate Bill 1 will result in the City receiving approximately \$136,000 in FY 2021/22 for additional street improvements.

DEPARTMENT PLANS:

The three primary City Departments participated in the CIP's preparation. The document specifically addresses Public Works, Fire, and Police Department services and equipment that are anticipated to maintain and/or improve our service standards. Exhibit A indicates the most urgent department needs, as well as their projected needs for the future. Department needs change every year based on the needs of the Department, new technologies, new regulations, etc. For this reason, there are occasions where changes in regulations necessitate the funding of capital that could not have reasonably been anticipated and thus not been budgeted for. In these instances, you can expect the short-term contribution to capital replacement to increase to cover this unanticipated cost. Please also note, while the calculation methodology is based on the equipment being replaced after a certain number of years or at a certain mileage threshold, in reality the equipment will be replaced when the cost to maintain the equipment warrants its replacement.

As a result of inadequate City revenue in previous years, the City has not adequately funded its capital replacement (as is indicated in the column titled Required Replacement Reserves). There is quite a bit of catch up to be done. Our current year Annual Reserves Contributions are higher than they would have been if depreciation expense were adequately funded in previous years.

As a result of Measure A funding, General Fund dollars, and Enterprise Fund dollars, the City will be able to complete with City Council approval the proposed projects below. Please note, all anticipated expenditures (those that were previously included in Exhibit A) are proposed for approval.

Capital Improvement Proposed Funding			
Type	Dollar Amount	Funding Mechanism	
Sullair Compressor	30,000		Public Works Capital Replacement Reserves
Rubbered Tire Loader	190,000		
Concrete Saw	20,000		
Parks Truck #9 Ford F-250	75,000		
Compressor and Fill Station for SCBA Bottle	55,000		Fire Capital Replacement Reserves
Patrol Vehicle	67,000		Police Capital Replacement Reserves
5 Dell Tough Books for Patrol Vehicles	38,000		
Police Department Switch	7,000		
RIMS and Netmotion Upgrades	11,700		
SCADA system for well system	100,000		Water Fund
Paint Chemical Rooms and Doors and Paint all Metal Parts of Secondary Clarifier at WWTP	11,300		WWTP Fund
Replace Playground Equipment at Edith Park	42,500		\$177,952 Prop 68 Per Capita Funding, \$59,548 Measure A
Reconstruct Tennis Courts at Woodson and Clark Parks	120,000		
Bathroom Renovation at Woodson Park	75,000		
Transportation Center Roof Repair	60,000		General Fund Reserves
Total	\$902,500		

To complete this, \$324,002 will be contributed to the Fire Reserve Fund (076-1020-9999), \$139,747 will be contributed to the Police Reserve Fund (071-1020-9999), and \$183,793 to the Public Works Fund (078-1020-9999) utilizing Measure A dollars. Amounts over and above what is being purchased this year will remain in the reserve fund for equipment needs in the future. The ultimate goal being that funds will be in the reserve fund when the equipment needs replacing.

RECOMMENDATION:

MAYOR AND COUNCIL REVIEW AND DISCUSS THE PROPOSED MEASURE A FUNDING ALLOCATIONS AND APPROVE THE FISCAL YEAR 2021/2022 CAPITAL IMPROVEMENT PRIORITIES.

CORNING VOLUNTEER FIRE DEPARTMENT

CVFD

CAPITAL IMPROVEMENT PROGRAM

2021/2022

INTRODUCTION:

The Corning Fire Department is manned 24 hours a day, seven days a week, and is staffed with 4 dispatchers, working 12-hour shifts and a Fire Chief that works 8-5, five days a week. The Volunteer Department consists of a First and Second Assistant Chief, three Captains and 21 Firefighters. The Department currently has an ISO rating of four.

DEPARTMENT ACTIVITY 2020:

The Fire Department provides fire and medical services to the commercial and residential areas located within the City Limits of Corning. CVFD also responds to traffic accidents, public service requests and HAZMAT incidents. The Department also responds to these incidents in South Tehama County via a mutual-aid agreement with CALFIRE and Tehama County.

The Department responded to 996 calls for service in 2020. The total man-hours for response was 3,045, training and class hours totaled 1,500, non-training community events hours 551 for a grand total of 5,096 hours of service by The Volunteers.

CAPITAL IMPROVEMENT PRIORITIES:

- A compressor and fill station for SCBA bottles
- Personal Protective Equipment

The above equipment is either past their service time, in need of upgrade to become compliant, will assist the department in becoming more efficient or are an ongoing need for wear and tear.

Compressor and Fill Station for SCBA Bottles:

SCBA bottles are essential for Fire response. Once used, the bottles must be taken to Orland be filled before they can be used again. By having the compressor and fill station filling the SCBA bottles can be done more efficiently and quickly than using an outside source, assuring compliance and safety. The cost is estimated at \$55,000.00.

Personal Protective Equipment (PPE):

Turnouts and wild land gear require continual replacement. This is an on-going item that the Department has been able to keep up through grant funding. A complete set of structural turnouts is approximately \$2,500.00 and a set of wildland gear is approximately \$600.00.

NON-PRIORITY ITEMS:

Standby Generator:

The standby Generator was purchased in 2002. It is estimated the generator has a remaining service life of three (3) years. \$20,000

Engine 14 Replacement:

Engine 14 was bought by the City in 1997 and has approximately five (5) years of service remaining. The cost to replace Engine 14 is approximately \$500,000.00.

Engine 9 Brush Truck:

Engine 9 was acquired by the City in 1997 and has approximately five (5) years of service life remaining with a current replacement cost of \$160,000.00.

Ladder Truck #3:

Ladder Truck #3 was purchased used in 2005 by the City and The Nomlaki Tribe. It was manufactured in 2000.

2020/2021 PURCHASES:

New Mini-Attack Chief's Truck

6~New SCBA replacement bottles.

LED Light Conversion to Engine 14

LED Light Conversion to Truck 3

Continue to replace PPE for the Department.

Corning Volunteer Fire Department would like to thank The City for these purchases.

**CORNING POLICE DEPARTMENT
PROGRAMS & PROJECTS
FISCAL YEAR 202/22**

#	PROJECT	FY 21/22	FY 22/23	FY 23/24	FY 24/25
1	VEHICLE	66,852	68,189	69,552	70,943
2	Rims and Netmotion Upgrades	11,699.69			
3	Switch	6,967			
4	Mobile Data Terminal Replacement	TBD			
5					
6					

**PROGRAM AND PROJECT
BUDGET SUMMARY
FISCAL YEAR 2020/21**

Priority Ranking 1

Annual Cost:	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>
	\$ 66,852	\$ 68,189	\$ 69,552	\$ 70,943

Name: **VEHICLE REPLACEMENT**

Objective: To purchase one (1) patrol vehicle based upon the Vehicle Replacement Program.

Narrative: The Vehicle Replacement Program allows for the minimum replacement of police vehicles as identified each fiscal year.

The Department currently has 13 vehicles in two classifications: Patrol and Service/Support. Patrol currently has eight (8) vehicles (which include three (3) dual-purpose vehicles: Supervisor's vehicle; K-9 vehicle (inactive); School Resource vehicle; and three (3) patrol vehicles). Service and Support vehicles These vehicles are generally driven until they have exceeded their effective service life. (See tables below). Please note that prior understanding between the City and the Police Department was to replace patrol vehicles when the vehicles attain 85,000 miles. However, due to funding restrictions, the mileage cap was extended to 100,000 miles. Currently, patrol vehicles are driven in excess of 100,000 miles, provided the vehicles are safe, dependable, and the maintenance/repair costs do not exceed the useful life value of the vehicle.

Since 2013, the Department enacted an Assigned Vehicle Program wherein two patrol officers generally share one patrol vehicle. This means that an assigned patrol vehicle is being used continuously for 24 hours (two 12-hour shifts). This program has resulted in better upkeep of vehicles, and timely notification of vehicle maintenance needs.

For the 2021/22 fiscal year, the Department is recommending the purchase of one (1) new patrol vehicle its Capital Replacement Program. The Department is also recommending to surplus (4) vehicles and change assignments of one vehicle.

Patrol Vehicles:

VEHICLE	DESCRIPTION	CURRENT ASSIGNED	CHANGED ASSIGNED	MILEAGE
226	2011 Ford Crown Vic	Patrol	VIPS	90,724
227	2013 Ford Taurus Interceptor	Patrol	To City Admin	75,822
230	2014 Ford Explorer	Patrol	Surplus, When new K9 us ready	139,598
231	2015 Ford Explorer	Patrol	SRO	105,353
232	2016 Ford Explorer	Patrol	Motor Repair +3yrs	111,224
233	2019 Ford Explorer	Patrol	Supervisor	28,514
235	2020 Ford Explorer	K9-Inactive		New
236	2021 Ford Explorer	Patrol Inactive		New

Service/Support Vehicles:

VEHICLE	DESCRIPTION	CURRENT ASSIGNED	CHANGED ASSIGNED	MILEAGE
224	2009 Ford Crown Vic	Training	Training	105,158
225	2009 Ford Crown Vic	Volunteer/Training	Surplus	147,234
228	2013 Ford F-150 P/U	ACO		80,998
229	2013 Ford Fusion	TIDE/Training	Unmarked/Training/Undercover	81,276
234	2020 Ford Explorer	Chief		3,493

Cost Detail: The information used to determine the cost of a new police patrol vehicle, including required after-market emergency equipment and taxes, is based upon current pricing for the (1) 2022 Ford Police Explorer Vehicle. Prior to actual purchase, the Department will confirm which vehicle manufacturer has been awarded the State contract for 2021/22 and compare prices with our local car dealerships.

Please note, the costs listed for fiscal years 2021/2022 through 2024/2025 incorporate a 2% cost increase per year.

In addition to the base cost and after-market emergency equipment, the Department would like to add to one new vehicle; one (1) Mobile Data Computer; and one (1) in-vehicle radar unit, for an estimated added cost of \$9,464.

	Patrol
Base	\$41,000
Outfitted	\$6,000
Installed	\$6,000
Computer	\$6,352
Radar	\$2,500
Striped	\$5000
Total	\$66,852

**PROGRAM AND PROJECT
BUDGET SUMMARY
FISCAL YEAR 2021/22**

Priority Ranking 2

Annual Cost:	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
	\$11,699.69	0	0	0

Name: RIMS AND NETMOTION UPGRADES

Narrative: VMWare vSphere 7 Essentials Kit

In the server room is a single physical device that houses multiple 'virtual machines' on it. This is the underlying software that all of these servers run on. Think of it like a single computer that lets us run multiple, independent, computers on it. This is required to run the virtual machines and will no longer be supported by the manufacturer after this year. It is an upgrade from the current license.

VMWare vSphere 7 Essentials Kit subscription

This is the license for the above software, which enables technical assistance from VMWare support.

Microsoft Windows Server Standard 2019 2-Cores

The virtual machines explained above still run the Windows operating system, just like a physical computer runs Windows. The licensing must cover all processor cores in the physical server. This will allow us to license two virtual servers, which will cover both the new RIMS server and the new NetMotion server.

Microsoft SQL Server 2017 Standard license

This is a software license for the SQL database that is required by the RIMS software. This is necessary to run any portion of RIMS.

Microsoft SQL Server 2017 user CAL

The SQL database software is licensed on a per-user instance. This is required for all users that will access any portion of RIMS.

Cost Detail: One-time cost of \$11,699.69

**PROGRAM AND PROJECT
BUDGET SUMMARY
FISCAL YEAR 2021/22**

Priority Ranking 3

Annual Cost:	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>
	\$6,967	0	0	0

Name: SWITCH

Narrative: VMWare vSphere 7 Essentials Kit

A "switch" is basically a massive splitter or "traffic cop" that allows and directs the many, many computerized devices in the police department to connect to each other, the Tehama County Sheriff's Office, the internet, the California Department of Justice, The FBI, and other state databases. Failure of this device will bring the department to a grinding halt. Dispatchers and officers would be unable to perform even the most basic functions of law enforcement. Even if purchased on an emergency basis, replacement could take days. This CIP proposal will replace two older devices with a single new one.

Our current switches are at least six years old and have been pushed past their optimal lifespan. Replacement prior to failure will assure smooth and continuous operations.

Cost Detail: \$6,967

RESPONSIBILITIES:

The Public Works Department is responsible for the management, operations, and maintenance of a number of municipal facilities and services listed in Divisions; provided below:

1. Streets
2. Water
3. Sewer, Drainage & Wastewater Treatment Plant (WWTP)
4. Parks
5. Airport
6. Building Maintenance
7. Fleet Maintenance & Replacement Schedule

The Public Works Capital Improvement Program is presented by Division. Each Division describes duties as well as lists of Ongoing, Near-Term; those expected to occur within the next 5 to 10 years, or Long-Term; those expected beyond the 10-year projection along with estimated Capital Improvement cost for replacement, reconstruction, or construction. In all, this document recommends ongoing expenditures, current year plans, Near-Term expenditures and Long-Term expenditures exceeding \$30 million dollars.

1. STREETS: (Budget Funds 3000, 3001)

The Public Works Department is responsible for maintaining the City's **41.23** miles of public streets. City budget allocations for street maintenance are costly and a primary concern of the City and its residents.

The effective life of pavement surfacing is based on several factors including substructure, traffic type and volume, pavement thickness, age of paving, etc. In general terms, if we assume the effective life of the average asphalt street is about 10 to 15 years, then to adequately maintain our streets, we should be providing maintenance/repairs on that schedule. Following that logic, 1/12th of our streets, or about 3.43 miles (18,141 feet) should be maintained or repaired each year. Based on recent project costs, the cost to complete such a maintenance program schedule would require asphalt overlay budget commitment of about \$3.7 million per year. Our current street maintenance/project budget averages much less than that.

Senate Bill 1:

The Road Repair and Accountability Act of 2017 allows the City to increase the amount of road projects in the City significantly. The City will receive approximately \$1.5 million dollars in tax revenues over a ten-year period of time (beginning in FY 2017/2018) for road maintenance/repair. The League of Cities provided "Local Streets and Roads" projected revenues (based on State Department of Finance statewide revenue projections) to the City of Corning each year. Allocation amounts are budgeted each fiscal year.

STREET PROJECTS:

ONGOING STREET OVERLAY & RECONSTRUCTION PROJECTS:

Major projects are contemplated in the future to accommodate development or to otherwise improve infrastructure conditions or operations. These projects have been included in previous Capital Improvement Plans, the General Plan, the Tehama County Regional Transportation Plan and/or the Development Impact Fee Infrastructure Plan. Before constructing, plans for these projects are presented for Council consideration and action.

2021/2022 STREET CAPITAL IMPROVEMENTS:

NEAR-TERM CAPITAL IMPROVEMENT STREET PROJECTS:

Street Maintenance:

The street maintenance projects include chip sealing, microsurfacing, crack sealing and slurry sealing. The maintenance projects' focus on roads in need of minor repairs with the intention of extending the life of the roadways, at a less significant cost, that are not beyond the point of minor repairs. The proposed street maintenance projects are not listed in any order, each project will be reviewed and prioritized prior to seeking Council approval.

There are currently no street maintenance projects proposed for the upcoming year. This will get reevaluated each year.

Street Repair/Reconstruction:

The street repair/reconstruction projects include either a grind and overlay or a full removal and reconstruction. The damage on these streets is beyond what can be repaired with typical maintenance. Street repairs/reconstruction is more costly resulting in a fewer number of projects being completed each fiscal year. The proposed street repair/reconstruction projects are not listed in any order, each project will be reviewed and prioritized prior to seeking Council approval.

Street Name/Location	Project Parameters	Approx. Year	Est. Cost
El Verano	McLane Avenue to Solano Street	2022/2023	\$600,000
Del Norte Avenue	McLane Avenue to Solano Street	2022/2023	\$600,000
El Paso Avenue	McLane Avenue to Solano Street	2022/2023	\$600,000
Divisidero Avenue	Fripp Avenue to El Paso Avenue	2022/2023	\$342,000
Almond Street Fig Street	Peach Street to Marguerite Ave Almond Street to Fig Lane	2023/2024	\$395,000
Almond Street	Second Street through Prune Street	2023/2024	\$395,000
Mc Lane Avenue	McLane Circle to El Paso Avenue	2024/2025	\$370,000
Chicago Avenue	South Street to Fig Lane	2024/2025	\$316,000
Toomes Avenue	Fig Lane to south City Limits	2025/2026	\$789,000
Oren Avenue Carona Avenue	Solano Street to Carona Avenue Oren Avenue to Stonefox Subdivision	2026/2027	\$525,000
Loleta Avenue	Toomes Avenue to HWY 99W	2027/2028	\$290,000
Tehama Street	Third Street to Houghton Ave	2028/2029	\$526,000
First Street	Solano Street to Fig Lane	2029/2030	\$474,000

Total Near-Term Capital Improvement Street Projects: \$6,222,000

LONG-TERM CAPITAL IMPROVEMENT STREET PROJECTS (FY2031 BEYOND):

Third Street Widening:

Third Street from the Northern City Limits to Solano Street is currently included in the Development Impact Fee Infrastructure Plan. The ultimate design for this street will likely require additional Right-of-Way (ROW) acquisition to obtain the proper road width for two traffic lanes with a continuous left turn pocket. Our estimate of this widening cost is about **\$525,500**.

Third Street-Solano Street Intersection Signalization Project:

This is one of nine signals included in the Development Impact Fee program. This will be a complicated signalization project due to the offset intersection and the adjacent railroad. The cost is estimated to be approximately **\$395,000**.

Highway 99-W Widening & Bridges from Solano Street to the South City Limits:

Highway 99-W is designated an "Arterial" street in the City's Circulation Element and the Highway 99-W Specific Plan. This project would include the widening of the roadway including the Jewett and Burch Creek bridges. This project is included in the Development Impact Fee Infrastructure Plan.

The street has a 100' wide Right-of-Way (ROW). In 2006, staff determined the cost to widen the street in accordance with the Highway 99-W Specific Plan was prohibitive, due largely to the cost to underground the overhead electrical lines. That cost was then \$300/linear foot. Staff presented a revised cross-section and conceptual design that avoided undergrounding the overhead electrical lines on the east side of the highway and shifted the centerline of the roadway seven feet west. The "shifting" of the centerline also reduces the cost of bridge widening as the widening will occur only on one side (west) of the structures.

In 2007, the City Council adopted the revised cross section for this important arterial street. The revised cross section includes three lanes; one in each direction with a median left turn lane as well as acceleration/deceleration lanes and street side parkways (planter strips).

Since these improvements are included in the Development Impact Fee (DIF) Program, the City is collecting Development Impact Fees that will ultimately fund the project. Developers who front the old highway will be credited for the frontage improvements they complete as part of their respective projects. The most recent estimated cost to complete the street and bridge widening is about **\$8.5 million**.

The phone lines located on the west side of the highway will have to be undergrounded as development occurs. Instead of completing that work as individual undergrounding projects, in 2007, staff sought and received Council support to collect fees and complete the undergrounding as one comprehensive project.

Fig Lane Extension and new Jewett Creek Bridge:

The City previously planned for the extension of Fig Lane from Toomes Avenue to Houghton Avenue to provide another east-west collector street. The project is included in both the Circulation Element of the General Plan and the Development Impact Fee Infrastructure Plan. The proposed street extensions and new bridge are estimated to cost about **\$2 million**. As this would create two disjuncted parks, the City should reevaluate as part of the Development Impact Fee study whether this extension remains a City goal.

Kirkwood Road/Fig Lane to south City Limits Relocation:

This project would shift the Fig Lane-Kirkwood Road intersection to the east so that Kirkwood Road will align with Second Street. Participation, both in terms of a real property exchange, and relocation of employee parking by Bell Carter Foods would be required. Estimated Cost: **\$210,000**

Colusa Street Extension:

This project would extend the unconstructed portion of Colusa Street between East Street and the isolated eastern segment. Estimated cost: **\$657,000**.

Signalization of Additional Intersections:

The Development Impact Fee Infrastructure Plan projects the need for nine additional signaled intersections within the City limits. The date those signals will be required is dependent on how much and where growth occurs, and what the proposed traffic warrants.

Since the plan's adoption, two of the nine signalization projects have been completed: South Avenue at Old 99-W, and Solano at Marguerite.

Each signalized intersection is projected to cost approximately **\$395,000**. The remaining six intersections that will eventually need to be signalized are:

1. Oren Avenue at Solano Street (Hoag Rd.)
2. Marguerite Avenue at Blackburn Avenue
3. Third Street at Blackburn Avenue
4. Solano Street at Houghton Avenue
5. Fig Lane at Highway 99-W
6. Fig Lane at Marguerite Avenue

Total projected cost is **\$2,370,000**.

Total Long-Term Capital Improvement Street Projects: \$14,657,500

2. WATER: (Budget Funds 7100 & 7420)

The City owns, operates, and maintains a municipal water system. The system pumps water from eight groundwater wells. In 2020 the City pumped over 803 million gallons of water for delivery to its customers and City use.

The current (2020/2021) annual budget for the Water division of the Public Works Department totals \$1,331,509. The Water Division operates as an Enterprise account, meaning the ratepayers fund the operation and maintenance of the system.

Those funds pay salaries, overtime, and benefits for the Public Works staff, as well as materials for water repairs, vehicle and equipment costs, electricity costs to power the pumps and equipment, water testing and chlorination costs, annual permits required to operate the system, incidental expenses, and water system improvements. That total also includes an annual debt loan for previous water system improvements.

The City also owns three other water wells that are currently inactive; two adjacent to the Petro truck stop and one at Houghton Avenue, near South Street. The City has investigated re-activating one of the Petro wells. The Petro wells were taken off-line due to groundwater contamination in the vicinity. It now appears that the contamination has diminished in terms of both area and concentration. Due to concerns for reoccurring contamination, well activation is not recommended. The study investigation files will remain on file at City Hall.

City wells are monitored continuously and are checked on a daily basis with cleaning and inspections occurring monthly. Water samples are taken weekly as per State standards at twelve approved water sample sites in different locations throughout the City. At least three samples are taken weekly and delivered to a State Certified Laboratory for testing. Every year raw water samples are taken at each well site and tested for mineral content and any source of possible contamination. Water testing is regulated by the State Drinking Water Dept. and varies annually.

The Public Works Department provides an annual Consumer Confidence Report (CCR) to each service customer. The report provides information about the City's Water system and summarizes water quality information as required by guidelines set by the State Department of Health Services, Division of Drinking Water. The annual reports can be found at the City Website: www.corning.org as well as the State Waterboard Website under the City of Corning.

The following are major projects that are contemplated in the future to accommodate development or to otherwise improve infrastructure conditions or operations. Before constructing, plans for these projects are presented for Council consideration and action.

ONGOING WATER SYSTEM MAINTENANCE PROJECTS:

2021/2022 WATER CAPITAL IMPROVEMENTS:

NEAR-TERM CAPITAL IMPROVEMENT WATER PROJECTS:

SCADA System (FY2021/22):

Due to the age and the inability to obtain tech support for the current SCADA system, it is important to replace this system with a more reliable, updated version. The SCADA system is a very important tool in the security and information needed to maintain and monitor the City water system. This requires an entire system replacement which includes: the server, PLC's, radios, modem and software. Estimated cost: **\$100,000**

Wells:

Due to the decommissioning of Well No. 005, as required by the State Water Board a new municipal water well will need to be constructed if the demand on the city water system increases. It is estimated that a new well will need to be constructed within the next 5 years. Estimated cost **\$1,190,000**. There may be grant funding available to assist with this cost.

In addition to a new well the following water system improvement projects are anticipated in the near-term.

Well No. 002

PLC Replacement	2021/2022	Included in SCADA estimate
Pump House Cooling (AC)	2022/2023	\$13,000
Flow Meter Replacement	2023/2024	\$10,000
Replace Pump house	2022/2023	\$90,000
Install Backup Generator	2021/2022	\$205,000*
	Total	\$318,000

* May be able to utilize existing generator from Well No. 005 to reduce cost.

Well No. 003

Motor/Valve Controls Replacement	2022/2023	\$9,000
VFD Pump	2022/2023	\$100,000
	Total	\$109,000

Well No. 005

Abandon Existing Well	2022/2023	\$30,000
	Total	\$30,000

Well No. 008

Pump House Cooling (AC)	2023/2024	\$12,600
	Total	\$12,600

Well No. 009

Flow Meter Replacement	2024/2025	\$10,000
	Total	\$10,000

Well No. 010

Flow Meter Replacement	2024/2025	\$10,000
PLC Replacement	2021/2022	Included in SCADA estimate
Pump House Cooling (AC)	2023/2024	\$12,600
	Total	\$22,600

Distribution Line Upgrades/Repairs (Within 5 years):

Due to the age of the existing water main lines throughout the City it is important to replace or repair lines that have reoccurring breaks or leaks. This ongoing maintenance will help with unanticipated ruptures and emergency repair work. The following are locations that need replacement in the near future:

1. 8" Water Main Replacement – Fig Lane from Clark Park to Pear Street **\$460,000**
2. 1" Water Main Replacement w/ 8" looped Water Main Fig Street @Solano St. to Marguerite Ave **\$150,000**

Total Near-Term Capital Improvement Water Projects: \$2,422,200

LONG-TERM WATER CAPITAL IMPROVEMENT PROJECTS (FY2026 BEYOND):

A number of the City's long-term water projects are summarized in the Development Impact Fee Infrastructure Plan. Those projects include six new municipal water wells positioned throughout the City and the Sphere of Influence as growth occurs, with an average expected cost of up to **\$1,190,000** each for a total of **\$7,140,000**.

In addition to those well projects, that will occur as development demands, the following water system improvement projects are anticipated in the long-term. While these projects are included in the post10-year time horizon, changing conditions may warrant earlier delivery.

Well No. 001

Flow Meter Replacement		\$10,000
Pump House Cooling (AC)		\$12,600
PLC Replacement		Included in SCADA estimate
Replace pump house		\$90,000
	Total	\$112,600

Well No. 003

PLC Replacement		Included in SCADA estimate
Replace Pump House		\$90,000
	Total	\$90,000

Well No. 008

Replace Pump House		\$90,000
Install Backup Generator		\$210,000
	Total	\$300,000

Well No. 009

Water Lube Retrofit		\$26,000
Pump House Cooling (AC)		\$12,600

PLC Replacement		Included in SCADA estimate
	Total	\$38,600

Well No. 010

HMI Replacement		\$7,400
Water Lube Replacement		\$26,000
	Total	\$33,400

Well No. 019

PLC Replacement		Included in SCADA estimate
	Total	

Total Long-Term Capital Improvement Water Projects: \$7,714,600

3. SEWER, DRAINAGE & WASTEWATER TREATMENT PLANT: (Budget Funds 5000, 5200 & 5250)

The City owns, operates and maintains both municipal sanitary sewer and storm sewer (drainage) systems. The sanitary sewer system collects sewage effluent in underground sewer pipes and delivers it for treatment at the City's Wastewater Treatment Plant (WWTP), located on a 46-acre site located about 4 miles east of the City on Gardiner Ferry Road. Note that the site is also utilized by Bell Carter Foods for their separate treatment facilities.

At the WWTP, the effluent is treated, dewatered and air dried. The dried residuals are disposed of at an out of County landfill facility. The treated liquids are discharged to the Sacramento River, just downstream of Woodson Bridge, from an outfall fixture the City shares with Bell Carter Foods treatment facility. In 2015 we renewed our Waste Discharge Permit for the outfall; as did Bell Carter Foods. Our permit will expire in July 2021. Those permits are issued and closely monitored by the State Regional Water Quality Control Board.

The storm sewer system collects runoff from throughout the City and delivers it via above and below ground facilities to the three primary drainages that affect Corning; Blackburn Moon Drain, Jewett Creek and Burch Creek. The City does not currently treat storm runoff prior to discharging into those streams. Note that some larger communities are required to pre-treat those waters before discharging as part of their overall Waste Discharge Permits.

Ongoing Sewer, WWTP and Storm Sewer System Maintenance Projects:

The 2020/2021 budget for the sewer system, including the Wastewater Treatment Plant, collection system, and improvements was \$1,597,753. The Sewer Division operates as an Enterprise fund, meaning the ratepayers fund the operation and maintenance of the system.

Each year the storm drain lines are cleaned by contract with Inframark. California Department of Forestry and Fire Protection (Cal Fire) inmates from Salt Creek Camp clean the creek drainage channels in the City every year. Employees from Public Works clean the remaining drainage courses.

To assure that our facility is properly maintained and updated, we typically budget \$75,000/year for Capital Improvements/repairs at the WWTP.

2021/2022 SEWER CAPITAL IMPROVEMENTS:

NEAR-TERM SEWER, DRAINAGE & WWTP CAPITAL IMPROVEMENT PROJECTS:

Repair deteriorating asphalt in the EQ Basin	2021/2022	Waiting on #
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Replace roof and soffits for WWTP office and shop	2020/2021	\$61,500
Paint chemical room and doors @ WWTP	2021/2022	\$5,400
Paint all metal parts on Secondary Clarifier @ WWTP	2021/2022	\$6,900
Future improvements to sewer lift station.	TBD	\$13,000
Televiser Sewer Lines every eight years.	2022/2023	\$53,500
Connect Marguerite Ave. and 1 st Street w/10" sewer line on Blackburn Ave.	2023/2024	\$266,500
	Total	\$406,800

LONG-TERM SEWER, DRAINAGE & WWTP CAPITAL IMPROVEMENT PROJECTS (FY2025 BEYOND):

Southeast drainage study	\$53,500
Edith Ave./Hwy. 99-W Storm drain	\$341,000
Highway 99-W Drainage Engineering	\$37,000
Extend Sewer main line on South Ave from Houghton Avenue to 99-W	\$525,000
Extend Sewer main line from South Avenue north on Toomes to Loleta	\$956,000
Extend Sewer main line on Toomes Ave from Loleta Avenue to Fig Lane.	\$315,000
Extend Sewer main line on Marguerite Avenue to the Airport w/lift Station.	\$341,000
Extend Sewer main line on Marguerite Avenue, Chestnut to Fig Lane.	\$105,000
Total	\$2,673,500

Multi-Jurisdictional Hazard Mitigation Plan; 2017 Plan Update:

During 2017, Tehama County Public Works teamed up with the Cities of Corning, Red Bluff and Tehama to perform a 5-year plan update. Within the Plan, areas are listed throughout the City identified for flood mitigation measures. The below listed storm drain improvements are provided from the Hazard Mitigation Plan.

1. Construct storm drain improvements on Toomes Avenue between Blackburn Avenue to Jewett Creek.
2. Construct storm drain improvements on Edith Avenue from Blackburn Avenue to Jewett Creek.
3. Construct storm drain improvements to reduce localized flooding on Fig Lane & Chicago between the RR tracks and West Street.
4. Upgrade/Reconstruct portions of storm drain system to include Blackburn and Third Street culverts.
5. Conduct a study of solution options and regulatory studies for increasing drain capacity under the RR bridges at Burch Creek & Jewett Creek
6. Conduct a feasibility study to mitigate drainage and flood hazards through development/construction of a retention basin.
7. Upgrade/replace or construct new drainage infrastructure for undersized dry wells across the City.
8. Develop a hazard tree replacement and care program.

9. Develop alternative sources/additional wells for water supply for residents.
10. Continue to enforce the Burning Regulations and Weed Abatement Program.
11. Upgrade City Council Chambers electrical and communications systems to accommodate an Emergency Response Center (EOC)

The City would be eligible to apply for the Pre-Disaster Mitigation Grant Program (PDM) to mitigate these local areas of flooding concerns. FEMA solicits for grant applications annually, traditionally in July. The costs associated with these improvements are unknown at this time.

4. PARKS: (Budget Fund 6100)

The City owns and maintains nine separate park properties totaling 36.67 acres. The parks provide an assortment of recreational, open space, picnic and leisure facilities, including tennis and basketball courts, softball and baseball fields, a swimming pool, playground equipment, a rodeo arena, a skateboard/bike park and two soccer fields.

The City's parks and their respective acreages are:

Clark Park	10 acres
Yost Park	2.57 acres
Northside Park	2.46 acres
Woodson Park	2.06 acres
Flournoy Park and Senior Center	0.70 acres
Martini Plaza	0.16 acres
Children's Park	0.16 acres
Corning Community Park	8.52 acres
Lennox Fields	10.04 acres

In the Development Impact Fee (DIF) Infrastructure Plan, the City adopted an objective of 5 acres/1000 residents. To accomplish this, the City collects Development Impact Fees on new residences and businesses that will fund parkland property acquisition and development and fund the development of a Community Center facility. Corning's current ratio is about 5.25 acres/1000 residents.

The City of Corning's pool is located at Northside Park. The facility houses two swimming pools.

PROJECTS:

2021/2022 PARK CAPITAL IMPROVEMENTS:

NEAR-TERM PARKS CAPITAL IMPROVEMENT PROJECTS:

New/Renovate Restrooms at Woodson Park	2022/2023	\$75,000 - \$175,000
Replace playground equipment in Edith Park	2021/2022	\$42,500*
Reconstruct tennis courts	2021/2022	\$120,000*
Repave and stripe parking lot at Clark Park	2024/2025	\$96,500
Replace picnic tables at Woodson Park	2022/2023	\$26,000
New restrooms at Yost Park	2023/2024	\$100,00
New lighting for Clark Park Little League field	2025/2026	\$475,000

New lighting for Yost Park ball field	2026/2027	\$242,000
Replace playground equipment at North side Park	2021/2022	\$42,500

* Anticipate using Per Capita Grant money

Total Near-Term Parks Capital Improvement Projects: \$1,259,500

LONG-TERM PARKS CAPITAL IMPROVEMENT PROJECTS (FY2031 BEYOND):

Clark Park Expansion:

Expansion of Clark Park could be accomplished through the purchase of the ten acres of bare ground located immediately east of the Park. This would double the size of Clark Park. Should this property be purchased it would allow for the construction of additional playing fields that could include a soccer field and a field for Youth Football practice and games. A Corning Junior Rodeo Association member has suggested that should this happen, they could move the rodeo arena to the far east corner of the property and away from the athletic fields. This would require help from the Public Works Department to help them relocate. Property costs have varied considerably over the last few years. Estimated purchase cost is between **\$300,000-\$600,000**.

Total Long-Term Parks Capital Improvement Projects: \$600,000

5. AIRPORT: (Budget Fund 3500)

The City owns and operates Corning Municipal Airport.

Ongoing building and grounds maintenance:

The proposed budget for the Airport is **\$25,000**.

Airport Master Plan (FY2021/2022):

The overall plan for the Corning Municipal Airport is detailed in the Airport Master Plan that was last updated in 2010. Staff is currently working with our Airport Consultant utilizing grant funding to update the Airport Land Use Plan this Fiscal Year. Estimated Cost **\$368,000**

NEAR-TERM AIRPORT CAPITAL IMPROVEMENT PROJECTS:

Annually the City of Corning submits upcoming projects to the FAA as part of the Airport Capital Improvement Plan (ACIP) for Federal funding. The City of Corning receives \$150,000 in entitlement funds annually to complete Capital Improvement and Planning Projects.

Runway, Taxiway and Apron Rehabilitation Project (FY2023/2024):

This project would repair the existing cracking in the runway and aprons, replace the markings on the runway and apron and reconstruction the shoulders to prevent erosion. The estimate to complete this work is **\$501,000**.

Total Near-Term Airport Capital Improvement Projects: \$869,000

LONG-TERM AIRPORT CAPITAL IMPROVEMENT PROJECTS (FY2031 BEYOND):

The current Airport Improvement Plan envisions development of a small industrial park around the south and east sides of the new apron. That development is hampered by the absence of sewer and water services. Extending those services will be expensive, particularly for the sewer line, which will require a lift station. Cost estimate **\$525,500**

6. BUILDING MAINTENANCE: (Various Budget Funds)

Building Maintenance provides for Capital Improvement and significant repairs to City buildings. These buildings are City Hall, Police Department, Fire Department, Corporation Yard, Senior Center, Transportation Center, Blackburn House, Airport Buildings and Library. The formal bid process is utilized for all Capital Improvement Projects.

Staff will prioritize ADA improvement projects based on the City's ADA Site Accessibility Evaluation of all City Buildings. City Staff anticipates making the smaller improvements, but larger projects will be considered Capital Projects. Recommended annual expenditure: **\$25,000.**

2021/2022 BUILDING MAINTENANCE CAPITAL IMPROVEMENTS:

NEAR-TERM BUILDING MAINTENANCE AND EXPANSION:

Install new electrical service panels for City Hall	2023/2024	\$16,000
Library restroom remodel	2022/2023	\$75,000
Library heating and AC replacement	2025/2026	\$75,000
Transportation Center roof repair	2021/2022	\$60,000
Total of Near-Term Building Maintenance/Improvements		\$226,000

LONG-TERM BUILDING MAINTENANCE AND EXPANSION CAPITAL IMPROVEMENT COSTS (FY2031 BEYOND):

Building/Facility Expansion:

As the City grows, there will be a need for additional personnel, equipment and office space to serve the citizens of the City. The floor space of the current buildings is limited. Additional building and office area will need to be provided.

The City Development Impact Fee (DIF) Program collects fees to provide for the needs of expanded water, sewer, parks and transportation facilities to accommodate the City's growth. However, the program does not account for expanded office needs at City Hall, or for the expansion of the Police or Fire Departments. There have been some preliminary discussions about relocating the Police Department to another building.

642 Blackburn Avenue (APN: 075-080-29):

The property is currently improved with a single-family dwelling that is used as a rental home. In past years, Staff discussed the idea of relocating the Public Works Corporation Yard to this location. The idea has recently been tabled due to the close proximity of the High School which could present inconvenient accessibility issues during school hours/days.

The following projects are recommended for completion under Long-Term Building Maintenance/Improvements.

Relocation of Police Department	\$2,550,000
Relocation of Corporation Yard	\$1,050,000
Total of Long-Term Building Maintenance/Improvements	\$3,600,000

7. FLEET MAINTENANCE:

2021/2022 VEHICLE REPLACEMENT CAPITAL IMPROVEMENTS:

Public Works Vehicle Replacement:

As they age and deteriorate, all vehicles and equipment must be replaced. This report will address only the replacement of Public Works vehicles and equipment. Other Department vehicles will be addressed in their Department CIP's. Please refer to the Capital Improvement Equipment Replacement Spreadsheet (Exhibit A). The spreadsheet is a replacement schedule that shows the current inventory of Public Works vehicles and motorized equipment and the respective replacement costs. Vehicles requested to be replaced in each fiscal year are highlighted in yellow. To address inflation, the replacement costs are incrementally increased based on the Consumer Price Index for the Urban West. These are the amounts the City should allocate to achieve replacement.

Rubber Tired Loader (FY2021/2022)

The existing loader is in need of significant repairs and locating the needed parts is getting difficult due to the age of the loader. At this time the parts for the repair are over \$40,000. It is recommended to purchase a new rubber-tired loader as scheduled this fiscal year in the Capital Improvement Equipment Replacement Spreadsheet referenced above. Estimated Cost **\$190,000.**

Parks Truck, Unit 9 (FY2021/2022)

A new Park's truck is proposed to be purchased to replace the current Park's Truck (2002 Ford F250 #9). While Vehicle #9 is in relatively good condition it gets used every day. It is recommended to purchase a new Park's truck with boxes where they can store equipment and parts that are used on a daily basis in the parks and rotate the existing Park's truck to the building department to replace Unit 2, (1995 F150), that gets driven significantly less. Estimated Cost **\$75,000**

EXHIBIT A

Item Identification		Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement Reserves (using straight line method)	Actual Replacement Reserves	Annual Contribution
FIRE DEPARTMENT											
Item Identification											
1914 Brock Away		Unknown									
Engine 5 1960 1 ton pick up with pump		Per MS 05/03/17 Antique; Does not need to be replaced									
		1960									
Engine 14		1997	24,754	20	7	500,000	15,000	601,413	325,000	151,305	64,301
Engine 12		2017	7,069	20	18	496,597	10,000	840,651	49,660	129,000	39,536
Engine 9 1997 Brush Truck		1997	12,633	20	7	160,000	0	197,252	104,000	62,545	19,244
Squad 7		2020	3,810	20	19	107,154	1,500	187,622	5,358	9,668	9,366
Chief's Truck		2020	730	20	19	80,000	1,500	139,696	4,000	78,500	61,196
Heat Sensor aka Thermal Imaging Camera to ID hotspots											
		2018		15	13	7,500	0	11,063	1,000	1,541	732
Standby Generator		2002	137	20	3	30,000	200	32,616	25,500	18,744	4,624
Jaws of Life		2018		20	16	30,000	0	48,406	6,000	8,098	2,519
Ladder Truck #3		2000/2005	56,312	20	13	550,000	10,000	801,297	192,500	160,879	49,263
911 System		2005		funded through an allocation from State/Feds. It does not				0	0	0	0
Self Cont Breathe Aparatus		2020		20	19	126,000	0	222,384	6,300	11,457	11,101
Radio Positron		2017		15	12	39,898	0	57,119	7,980	12,095	3,752
Eng. 14 LED Light Conversion											
		2020		8	8	13,000	0	16,513	0	0	2,064
SCBA compressor and fill station											
		2021			0	55,000	0	55,000	55,000	0	55,000
Truck 3 LED Light Conversion		2020		14	14	12,000	0	18,238	0	0	1,303
Subtotal									782,297	643,832	
FY 2021/2022 CIP Expense										324,002	

EXHIBIT A

Item Identification		Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement		
									Reserves (using straight line method)	Actual Replacement Reserves	Annual Reserves Contribution
POLICE DEPARTMENT Vehicles											
Vehicle 224-Training/ UC	2009 Ford Crown Vic	105,158	125,000	1	47,000	2,200	46,227	43,050	36,350	9,877	
Vehicle 225-VIPS	2009 Ford Crown Vic	147,234	125,000	0	70,000	2,200	67,800	70,000	67,800	0	
Vehicle 226- SRO	2011 Ford Crown Vic*	90,724	125,000	2	70,000	2,200	72,114	58,235	37,528	17,293	
Vehicle 227- Patrol	2013 Ford Taurus Interceptor	75,822	125,000	0	70,000	5,000	65,000	70,000	65,000	0	
Vehicle 228- ACO	2013 Ford F-150 P/U	80,998	125,000	5	50,000	2,200	55,863	28,992	21,803	6,812	
Vehicle 229- Training/ UC	2013 Ford Fusion	81,276	125,000	4	47,000	2,200	50,771	31,202	23,183	6,897	
Vehicle 230- K9	2014 Ford Explorer	139,598	125,000	0	70,000	2,200	67,800	70,000	67,800	0	
Vehicle 231- Patrol	2015 Ford Explorer	105,353	125,000	2	70,000	2,200	72,114	58,235	51,159	10,477	
Vehicle 232- Patrol	2016 Ford Explorer	111,224	125,000	3	70,000	2,200	74,370	52,353	40,154	11,405	
Vehicle 233- Supervisor	2019 Ford Explorer	28,514	125,000	7	55,000	2,200	65,605	22,647	14,068	7,362	
Vehicle 234 - Chief	2020 Ford Explorer	3,493	125,000	10	45,814	2,200	59,581	7,315	0	0	

EQUIPMENT										
Radar Trailer	2017		20	17	7,250	1,500	10,553	1,088	1,691	521

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement		
								Reserves (using straight line method)	Actual Replacement Reserves	Annual Contribution
Grant-funded										
T-1 Router/Rack										
SBC Positron 911 System (retire when radio cards are purchased)	2018	N/A	15	12	67,100	1,000	95,063	13,420	20,142	6,243
Computer Server	2017		5	1	15,000	0	15,455	12,000	15,455	0
Grant-funded										
MDT Server	2014						0			0
Grant-funded										
In vehicle Radar Equipment	2018		10	8	6,000	0	7,621	1,200	1,592	754
2 Drones			5	4	13,500	0	15,215	2,700	0	3,804
License Plate Reader	2018		10	8	15,000	0	19,054	3,000	3,848	1,901
PD switch					6,700		6,700	6,700	0	6,700
RIMS and Netmotion										
Upgrades					11,700		11,700	11,700	0	11,700
6 Dell Tough Book Laptops			5	0	38,000	0	38,000	38,000	0	38,000
Subtotal								601,837	467,572	
FY 2021/2022 CIP Expense										139,747

PUBLIC WORKS

Sullair Compressor	unknown		17	0	30,000	3,500	26,500	30,000	26,500	0
Paving Trailer	unknown		17	0	will not replace	1,200	0	0	0	0
Puckett Bros. Paving Machine	unknown		17	1	will not replace	30,000	0	0	0	0
John Deere 444G6- Loader	1996		15	0	190,000	5,000	185,000	190,000	95,000	90,000
Target Concrete Saw	unknown		10	0	20,000	0	20,000	20,000	9,500	10,500
1998 CHE Model 2909-T 6"										
Portable Trash Pump	1998		15	9	50,000	5,000	60,440	20,000	21,824	4,291
PD Backup Generator	2002		25	6	35,000	15,000	26,878	26,600	16,177	1,783
Water Trailer	2013		10	6	11,000	0	13,162	4,400	5,623	1,256

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement		
								Reserves (using straight line method)	Actual Replacement Reserves	Annual Reserves Contribution
F250 #5 Utility Bed	1995		20	0	9,548	0	9,548	9,548	9,548	0
F350 # 16 Utility Bed	2016		20	15	5,635	0	8,824	1,409	1,993	455
Utility Dump Trailer	2021		20	20	7,650	0	13,912	0	0	696

VEHICLE & EQUIPMENT:

2002 Ford F150 #1	2002 Broken		20	1	40,000	1,500	39,714	38,000	34,081	5,633
1995 Ford F150- #2	1995	68,198	15	0	40,000	1,500	38,500	40,000	38,500	0.0
2008 Ford Ranger #3	2008	68,635	20	5	25,000	1,500	27,532	18,750	9,405	3,625
2008 Ford Ranger #4	2008	100,567	15	4	25,000	1,500	26,676	18,333	18,382	2,074
2019 Ford F47 Plumber Truck #5	2019	9,968	20	18	60,282	1,500	101,761	6,028	5,521	5,347
2001 Ford F350 #6	2001	75,166	20	0	60,282	1,500	58,782	60,282	58,782	0
Freightliner Dump Truck- #7	2008	55,958	15	2	98,828	1,500	103,418	85,651	100,561	1,429
2016 Ford F350 #8	2016	16,433	17	12	52,457	1,500	73,599	15,429	12,965	5,053
2002 Ford F250- #9	2002	82,383	20	1	75,000	1,500	75,000	71,250	51,475	19,568
2001 Ford F250 #10	2001	105,980	20	0	51,588	1,500	50,088	51,588	50,088	0
2012 Ford F250 #11	2012	31,037	20	11	51,588	1,500	70,179	23,215	15,005	1,516
2011 Ford F 150 #12	2011	92,123	20	11	34,546	1,500	46,500	15,546	7,797	1,518
John Deere 1435		2,908	15	1	42,314	5,000	38,598	39,493	32,606	5,992
Lay-Mor Street Sweeper		164	15	3	25,000	2,000	25,346	20,000	15,449	3,299
Case 580M Backhoe	2006	4,585	20	5	107,326	20,000	104,633	80,495	33,755	7,724
2004 S40 Genie Boomlift	2004	2,393	10	1	16,939	2,000	15,453	15,245	11,220	3,233
2012 Grasshopper Mower	2012	1,690	8	0	30,389	2,000	28,389	30,389	28,389	0
2008 John Deere 460 Tractor	2008	1,645	10	0	30,000	1,500	28,500	30,000	28,500	0
2020 John Deere Mower	2020		15	15	19,750	2,000	28,928	0	0	1,929

EXHIBIT A

Item Identification	Acquisition Date	Mileage	Useful Life	Remaining Life	Replacement Cost	Estimated Salvage Value	Future Replacement Cost	Required Replacement		
								Reserves (using straight line method)	Actual Replacement Reserves	Annual Reserves Contribution
Skip Loader	2019	142	20	18	80,347	1,500	136,131	8,035	12,431	6,872
Subtotal								969,684	751,077	
FY 2021/2022 CIP Expense										
										183,793

GENERAL City										
Time Clock System	2021		5	5	15,000					
Finance Software			15	2	125,000	0	132,703	108,333	0	66,352
City Server	2019 N/A		5	2	15,000	0	15,924	9,000	0	7,962
Subtotal							117,333		0	
FY 2021/2022 CIP Expense										
										74,314

Grand Total							2,471,151	1,862,481		721,857
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