



**CITY OF CORNING
CITY COUNCIL AGENDA
TUESDAY, JULY 27, 2021
CITY COUNCIL CHAMBERS
794 THIRD STREET**

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

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

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

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

B. ROLL CALL:

Council:

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

Mayor:

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

C. PLEDGE OF ALLEGIANCE: Led by the City Manager

D. INVOCATION: Led by Councilor Burnett.

E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

G. CONSENT AGENDA:

1. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.
2. Waive the reading and approve the Minutes of July 13, 2021 City Council Meeting with any necessary corrections.
3. July 21, 2021 Claim Warrant in the amount of \$916,854.91.
4. July 21, 2021 Business License Report.

H. ITEMS REMOVED FROM THE CONSENT AGENDA:

I. PUBLIC HEARINGS AND MEETINGS:

5. Adopt Resolution No. 07-27-2021-01 setting the Fiscal Year 2021/2022 Assessment at \$63.08 per parcel for the City of Corning Lighting & Landscape District 1, Zone 1.
6. Adopt Resolution No. 07-27-2021-02 setting the Fiscal Year 2021/2022 Assessment at \$91 per parcel for the City of Corning Lighting & Landscape District 1, Zone 2.
7. Adopt Resolution No. 07-27-2021-03 setting the Fiscal Year 2021/2022 Assessment at \$142.10 per parcel for City of Corning Landscaping & Lighting District 1, Zone 3.
8. Adopt Resolution No. 07-27-2021-04 setting the Fiscal Year 2021/2022 Assessment at \$4,772.90 per parcel for Landscaping & Lighting District 1, Zone 4.

J. REGULAR AGENDA:

9. Designation of League of California Cities Voting Delegate and Alternate.
 10. Requests for Proposals for Grant and Program Administration Services for Community Development Block Grant Fund CV2 and CV3 Funds.
 11. Request City Council direction on extension of pool season to August 29, 2021.
 12. Award the Professional Engineering & Environmental Services for the Olive View Elementary School Project to R.E.Y. Engineers, Inc in the amount of \$175,000 and authorize the City Manager to sign the Contract.
 13. Award the Professional Engineering & Environmental Services for the West Street Elementary School Project to R.E.Y. Engineers, Inc in the amount of \$190,000 and authorize the City Manager to sign the Contract.
 14. Request City Council direction on the request for a Temporary Occupancy Permit for 3070 Highway 99W.
- 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, JULY 23, 2021



**SPECIAL CITY COUNCIL
CLOSED SESSION MINUTES
TUESDAY, JULY 13, 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: 5:30 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. PUBLIC COMMENTS: None

D. REGULAR AGENDA:

1. **CONFERENCE WITH LEGAL COUNSEL – Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Government Code § 54956.9.**

One Case:

- a. **Name of Case: City of Corning v. Trent Construction, et al. Case No.: CV24394**

2. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code § 54956.8**

Property: APN: 071-177-013-000

Agency Negotiator: Kristina Miller, City Manager

Negotiating Parties: Corning Christian Assistance

Under Negotiation: Terms of Lease

3. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS Pursuant to Government Code § 54956.8**

Property: APN: 071-137-001-000

Agency Negotiator: Kristina Miller, City Manager

Negotiating Parties: McBrayer's Hometown Restaurant

Under Negotiation: Terms of Lease

E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION: 6:30 p.m.

Mayor Snow reported that Council met in Closed Session and gave direction to Staff on all three items.



**CITY OF CORNING
CITY COUNCIL MEETING MINUTES
TUESDAY, JULY 13, 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

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. COVID-19 Update by City Manager.

City Manager Miller stated that she attended the Tehama County Board of Supervisors Meeting today whereby County Health Officer Val Lucero stated that 19 new cases have been reported within the last reporting week and two deaths.

F. PUBLIC COMMENTS AND BUSINESS FROM THE FLOOR:

A member of the audience spoke about the current water situation and the effects on her well. She stated that she has had to drop her well pump depth in order to obtain water and will possibly have to do so again in the future. She reported that a new AG well was installed across the street from her just last week. She stated that something needs to be done to limit or stop this. What are we going to do should a fire occur when our wells run dry? She also spoke about her concerns regarding the use of fireworks, especially now when water is becoming so scarce.

City Manager Miller suggested that she attend the Tehama County Board of Supervisors meeting every Tuesday, and the Groundwater Commission Meetings.

Another audience member spoke regarding the agricultural use of water and stated that everybody needs to be conscious of their water usage and practice water conservation, especially when neighboring wells are going dry. He stated that he is practicing water conservation, yet neighboring prune orchards are using water for 48 hours a week.

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

- 2. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 3. Waive the reading and approve the Minutes of the June 22, 2021 Closed Session and Regular City Council Meeting with any necessary corrections:**
- 4. July 7, 2021 Claim Warrant in the amount of \$535,068.46.**
- 5. July 7, 2021 Business License Report; no new Business Licenses to report.**
- 6. June 2021 Wages & Salaries: \$381,837.33.**
- 7. June 2021 Treasurer's Report.**

8. **June 2021 Building Permit Valuation Report in the amount of \$459,244.**
9. **June 2021 City of Corning Wastewater Operations Summary Report.**
10. **Accept resignation of Recreation Commissioner Justin Eckenrod effective immediately.**

Councilor Valerio moved to approve Consent Items 2 through 9; Councilor Burnett 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: None.

J. REGULAR AGENDA:

11. **Approve Professional Service Agreement with Revenue & Cost Specialists, LLC (RCS) for producing a "Comprehensive User and Development Impact Fees Study" for the City of Corning at a cost not to exceed \$53,820.**

Presented by City Manager Miller and explained why the study is needed, how it will be utilized, and the necessity of such fees. Councilor Demo moved to approve Agreement with Revenue & Cost Specialists (RCS) to provide the City with a Comprehensive Use and Development Impact Fees Study at a Cost not to exceed \$53,820 and approve appropriation of \$54,000 for General Fund Reserves to fund this study. Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

12. **Approve Notice of Completion and payment to VSS International, Inc. for the total project amount of \$442,781.67 for the 21-041 CA Corning 2021 Multi-Street Project.**

Presented by Public Works/Engineering Consultant Robin Kampmann who stated that the project is now completed. She is aware of one intersection on Colusa Street that possibly might need to be addressed and the City is coordinating with the Contractor on this issue, and we will be monitoring it.

Councilor Hargens moved to approve Pay Estimate No. 1 in the amount of \$420,642.59 to VSS International, Inc. for the City of Corning Multi-Street Paving Project from the funding sources listed; approve the Project Notice of Completion and authorize the City Clerk to record the document with the County Clerk and Recorder; and authorize payment of retention funds held in the amount of \$22,139.08 from funding sources listed 35 days following recording. Councilor Demo seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

13. **Adopt Resolution 07-13-2021-01 and authorize Staff to apply for the Rural Recreation and Tourism (RRT) Grant and approve a free swim day at the City Pool for outreach.**

Presented by Planner 1/Recreation Coordinator Christina Meeds who stated that the maximum amount that can be requested is \$3 million dollars for this grant; there is no matching funds required by the City; and it is a one-time grant. She explained that the proposed project is Community driven which is why Staff is requesting authorization to have a free swim day in order to comply with community meeting/outreach criteria and obtain input/ideas from the community on what types of recreational items they would prefer. Christina suggested advertising it as a family fun day with possibly vendors and games as an attraction and opportunity to inform those participating of the grant and get their input. City Manager Miller stated we plan on obtaining this information when they enter the pool facility.

Councilor Demo moved to authorize Staff to submit an application for the Rural Recreation and Tourism Grant; adopt Resolution 07-13-2021-01 authorizing submittal of the Rural Recreation & Tourism Grant; and approve a free swim day at the City Pool with 5 to 6 Lifeguards as an outreach option. Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett,**

Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.

14. Report to City Council on three ADA Playground Equipment Options with associated price quotes.

Presented by Planner 1/Recreation Coordinator Christina Meeds. She stated that all three of the options presented do not include the cost of installation; she was informed the installation costs are estimated at 40% of the total equipment costs. She announced that the City has budgeted \$100,000 for recreation equipment, however as you can see, each of the three proposed options far exceed this amount without the added cost of installation. She further stated that Staff have discussed the costs and suggests waiting until the City receives results from the two grant applications submitted as ADA recreational equipment was included in these applications. Staff suggests revisiting this item at a later date following receipt of results of the existing Park Grant applications and following public meetings with the ADA community to gather their input prior to a decision being made.

Councilor Demo moved to delay action on this item until notification on the existing grant applications is received. Councilor Burnett seconded the motion. **Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.**

15. Updates to Temporary Emergency Water Usage Policy to allow water usage for critical emergency infrastructure.

Presented by City Manager Miller who stated that she and Mrs. Kampmann (Public Works/Engineering Consultant) attended the County Board meeting whereby the Board of Supervisors approved a similar policy as the City with the exception that they would not charge those users filling with small containers. The County is working on getting their program up and going and plan to utilize Mill Creek Park as the location to obtain the water.

She further stated that the reason this item has been brought to Council is because a Commercial Business that is supplying critical infrastructure, in this case internet/phone services, and whose well has run dry approached the City requesting to obtain water. They stated the water use is for their staff for drinking water, bathroom use, etc. She stated that she authorized them to obtain water from the City until such time as the request can be brought to Council for a decision in relation to Commercial Emergency Water Dale.

Council asked if the County Board of Supervisors have taken any actions or made any decisions regarding addressing the current water issues in the County; City Manager Miller stated that the County did not take any action to halt new well drilling. However, a subcommittee was developed to address the current issue.

City Manager Miller explained that the City Council has no authority over the County, however by consensus, the City Council directed the City Manager to write a letter to the County requesting a moratorium on new well drilling. City Manager Miller stated that she will ask a member of the Groundwater Commission to attend a future meeting to provide the Council with information relating to the current water, or lack thereof.

Councilor Hargens moved to approve the amended Temporary Water Usage Policy to allow Commercial Businesses that provide critical emergency infrastructure use of City Water until August 13, 2021 following all other Policy requirements and conditions. Councilor Burnett 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: None

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

Demo: Attended Tehama County Transportation Meetings that was cancelled to due lack of quorum.

Snow: Nothing

Hargens: Announced the Community Action Meeting to be held next Thursday, and stated she attended the Ribbon Cutting/Grand opening of YaYa's Restaurant.

Valerio: October 9th will be the 74th Annual Olive Festival and the Thursday Night Farmers Market is held at Northside Park from 5 p.m. to 7:30 p.m.

Burnett: Attended YaYa's Ribbon Cutting/Grant Opening and the event held on Saturday at the Bowling Alley. She stated that there will be an emergency Landfill Meeting on Monday.

N. ADJOURNMENT!: 7:20 p.m.

Lisa M. Linnet, City Clerk

**MEMORANDUM**

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: LORI SIMS
ACCOUNTING TECHNICIAN

DATE: July 21, 2021

SUBJECT: Cash Disbursement Detail Report for the
Tuesday July 27, 2021 Council Meeting

PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:

A.	Cash Disbursements	Ending 06-30-21	\$	501,870.11
B.	Cash Disbursements	Ending 07-21-21	\$	334,999.75
C.	Payroll Disbursements	Ending 07-15-21	\$	79,985.05

GRAND TOTAL \$ 916,854.91

REPORT.: Jul 21 21 Wednesday
RUN....: Jul 21 21 Time: 14:23
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 06-21 thru 06-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031442	06/30/21	VSS00	VSS INTERNATIONAL, INC.	420642.59	20020523	STR PROJ-STR PROJ
031443	06/30/21	CRE05	CREATIVE BUILDERS	1499.90	2536RET	PARK IMPROV-PARK SPEC PROJ
031458	06/30/21	ARA02	ARAMARK UNIFORM SERVICES	90.76 90.76 90.76 90.76	000143964 000149367 000154355 000160114	MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT MAT & SUPPLIES-BLD MAINT
Check Total.....:				363.04		
031459	06/30/21	BIG02	BIG VALLEY SANITATION, IN	125.00	89269	BLD MAINT-SENIOR CENTER
031460	06/30/21	CAR12	CARREL'S OFFICE SOLUTIONS	16.46	AR36606	MAT & SUPPLIES-LIBRARY
031461	06/30/21	CYR00	CYRACOM, LLC	25.00	1345879	COMMUNICATIONS-DISPATCH
031462	06/30/21	DEP12	DEPT OF JUSTICE	367.00 70.00	517829 522811	PROF SVCS-POLICE PROF SVCS-POLICE
Check Total.....:				437.00		
031463	06/30/21	GRE01	GREEN WASTE OF TEHAMA	10.64	7688	SMALL TOOLS-POLICE
031464	06/30/21	PGE01	PG&E	357.51 1437.77	210706 210706A	ELECT- ELECT-
Check Total.....:				1795.28		
031465	06/30/21	PGE04	PG&E	285.38	210706	TranspFacility-
031466	06/30/21	PGE05	PG&E	1155.69	210706	FIRE-ELECT & GAS
031467	06/30/21	SCH01	LES SCHWAB TIRE CENTER	17.50	00395150	EQUIP MAINT-
031468	06/30/21	SUN16	SUNBEAM SOLAR OPERATIONS	15896.07	200100146	ELECT-
031469	06/30/21	TEH15	TEHAMA CO SHERIFF'S DEPT	49.00	07132021	PROF SVCS-POLICE
031470	06/30/21	TEH38	TEHAMA COUNTY ANIMAL SERV	12097.57	210707	PROF SVCS-ACO
031471	06/30/21	QUI02	QUILL CORPORATION	75.41	16551776	OFFICE SUPPLIES-FIRE
031485	06/30/21	BEN01	BENBOW, W.B.	956.00	00000501	WELL TELEMETRY-WTR CAP IMPROV
031486	06/30/21	HOM03	HOME DEPOT	1834.96	8194114	MAT & SUPPLIES-
031487	06/30/21	TON00	TONY'S REFRIGERATION, INC	4550.58	451231138	EQUIP MAINT-
031488	06/30/21	VSS00	VSS INTERNATIONAL, INC.	22139.08	20020523R	STREET PROJ-STR PROJ
031489	06/30/21	ATT02	AT&T	1533.86	16370819	COMMUNICATIONS-
031490	06/30/21	CHI14	CHICO STATE ENTERPRISES	2500.00	SP005913	GIS SUPPORT-PLANNING
031491	06/30/21	INF00	INFRAMARK, LLC	8613.75	65919	PROF SVCS-WWTP
031492	06/30/21	MOO07	MOORE & BOGENER, INC.	5250.35	12201	CONSULT LIT-
Cash Account Total.....:				501870.11		
Total Disbursements.....:				501870.11		

REPORT.: Jul 21 21 Wednesday
 RUN....: Jul 21 21 Time: 14:26
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report
 Check Listing for 07-21 thru 07-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031444	07/12/21	CAR18	CARTER, EMMA CLAIRE	510.00	210712	REC INSTRUCTOR-REC
031445	07/12/21	GAB00	GABBARD, BRYAN	210.00	210708	REC INSTRUCTOR-REC
031446	07/12/21	WEB02	WEBSTER, WAYNE C.	10.00	1749-0323	MAT & SUPPLIES-REC
031447	07/13/21	ROD10	RODRIGUEZ, JESENIA	240.00	210713	REC INSTRUCTOR-REC
031448	07/14/21	ATT17	AT&T	69.55	210630	COMMUNICATIONS-FIRE
031449	07/14/21	BAS01	BASIC LABORATORY, INC	162.40	2106629	ProfServices Water Dept
031450	07/14/21	CAM02	FERGUSON ENTERPRISES INC.	344.80	1642099	MAT & SUPPLIES-WTR
031451	07/14/21	LIN01	LINCOLN AQUATICS, INC.	1576.73	SN064868	MAT & SUPPLIES-POOL
				1308.27	SN064869	MAT & SUPPLIES-WTR
				-330.00	SN065134C	MAT & SUPPLIES-WTR
				-528.00	SN065140C	MAT & SUPPLIES-POOL
				310.63	SN065152	MAT & SUPPLIES-POOL
				1266.11	SN065347	MAT & SUPPLIES-POOL
				221.81	SN065382	MAT & SUPPLIES-POOL
				-360.00	SN065564C	MAT & SUPPLIES-POOL
				1576.73	SN065567	MAT & SUPPLIES-POOL
				-144.00	SN065768C	MAT & SUPPLIES-POOL
			Check Total.....	4898.28		
031452	07/14/21	NOR03	NCCSIF	254015.00	2388	LIABILITY INS-GEN CITY
				-254015.00	2388u	Ck# 031452 Reversed
				42558.50	2407	WORKMENS COMP-GEN CITY
				-42558.50	2407u	Ck# 031452 Reversed
			Check Total.....	.00		
031453	07/14/21	QUI02	QUILL CORPORATION	223.43	17856406	OFFICE SUPPLIES-FINANCE
				19.78	17862927	OFFICE SUPPLIES-FINANCE
			Check Total.....	243.21		
031454	07/14/21	RED00	RED BLUFF DAILY NEWS	102.70	6591545	PRINT/ADVERT-L&L Z1, D1
				110.14	6591548	PRINT/ADVERT-L&L Z2, D1
				107.16	6591563	PRINT/ADVERT-L&L Z3, D1
				111.63	6591576	PRINT/ADVERT-L&L Z4, D1
			Check Total.....	431.63		
031455	07/14/21	USA01	USA BLUE BOOK	745.41	657620	MAT & SUPPLIES-WTR
031456	07/14/21	VCA01	VCA VALLEY OAK VETERINARY	277.31	854281511	K9 PROGRAM-POLICE
031457	07/14/21	VER02	VERIZON WIRELESS	228.06	988312974	PROP 30-MDC
031472	07/19/21	ATT13	AT&T	764.41	210711	COMMUNICATIONS-DISPATCH
031473	07/19/21	TEH06	TEHAMA CO ENVIRON HEALTH	294.00	IN0008130	COUNTY REQ PERMITS/MECH MAINT
				315.00	IN0008349	MAT & SUPPLIES-POOL
			Check Total.....	609.00		
031474	07/19/21	WEB02	WEBSTER, WAYNE C.	360.00	210715	REC INSTRUCTOR-REC
031475	07/20/21	BAS01	BASIC LABORATORY, INC	162.40	2106888	ProfServices Water Dept
031476	07/20/21	COR11	CORNING SAFE & LOCK	13.47	0881	MAT & SUPPLIES-AIRPORT
031477	07/20/21	CRO05	CROSS PETROLEUM	1125.09	CL10717	MAT & SUPPLIES-
031478	07/20/21	JON02	ROBERT C. JONES INSURANCE	62188.00	2021-0714	GEN INS-GEN CITY
031479	07/20/21	KN100	KNIFE RIVER CONSTRUCTION	514.04	254947	A/C CITYWIDE-STR
031480	07/20/21	PGE01	PG&E	33572.68	210713	Electricity General City-
031481	07/20/21	QUI02	QUILL CORPORATION	8.61	18053081	OFFICE SUPPLIES-FINANCE
				62.04	18053859	OFFICE SUPPLIES-FINANCE
			Check Total.....	70.65		
031482	07/20/21	RED01	RED BLUFF DAILY NEWS	430.19	210630	BOOKS/PERIODICS-LIBRARY
031483	07/20/21	TRI07	TRITES BACKFLOW SERVICES	250.00	10888	PROF SVCS-WTR
031484	07/20/21	MUN04	MUNGUIA, EVELIA	32.50	07202021	PARKING CITATION REFUND
031493	07/21/21	CRO05	CROSS PETROLEUM	1267.99	CL10718	VEH OP/MAINT-
031494	07/21/21	NOR03	NCCSIF	100.25	2531	WORKMENS COMP-GEN CITY
				180073.00	2388A	LIABILITY INS-GEN CITY
				42558.50	2407A	WORKMENS COMP-GEN CITY
			Check Total.....	222731.75		
031495	07/21/21	PGE09	PG&E	205.74	210716	ELECT-STONEFOX L&L-Z1, D2

REPORT.: Jul 21 21 Wednesday
RUN....: Jul 21 21 Time: 14:26
Run By.: LORI SIMS

CITY OF CORNING
Cash Disbursement Detail Report
Check Listing for 07-21 thru 07-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
031496	07/21/21	PGE2A	PG&E	42.97	210716	ELECT-BLUE HERON CT
031497	07/21/21	PGE2B	PG&E	379.79	8027948-2	SOLAR-WWTP
031498	07/21/21	SCP00	SCP DISTRIBUTORS LLC	161.24 1308.27 -232.50	NS381622 SN066123 SN066401C	MAT & SUPPLIES-POOL MAT & SUPPLIES-WTR MAT & SUPPLIES-WTR
			Check Total.....:	1237.01		
031499	07/21/21	USA01	USA BLUE BOOK	264.33 90.70	668306 668414	MAT & SUPPLIES-WTR MAT & SUPPLIES-WTR
			Check Total.....:	355.03		
031500	07/21/21	WAL02	WALKER PRINTING	316.39	39961	PRINT/ADVERT-DISPATCH
			Cash Account Total.....:	334999.75		
			Total Disbursements.....:	334999.75		
				=====		
			Cash Account Total.....:	.00		

REPORT.: Jul 21 21 Wednesday
 RUN....: Jul 21 21 Time: 14:26
 Run By.: LORI SIMS

CITY OF CORNING
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)
 Check Listing for 07-21 thru 07-21 Bank Account.: 1025

PAGE: 003
 ID #: PY-DP
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12615	07/15/21	BAN03	POLICE OFFICER ASSOC.	300.00	C10713	POLICE OFFICER ASSOC
12616	07/15/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C10713	WITHHOLDING ORDER
12617	07/15/21	EDD01	EMPLOYMENT DEVELOPMENT	4983.91 1671.76	C10713 1C10713	STATE INCOME TAX SDI
			Check Total.....	6655.67		
12618	07/15/21	FED00	FEDERAL PAYROLL TAXES (EF	13589.97 17382.18 4065.16	C10713 1C10713 2C10713	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	35037.31		
12619	07/15/21	ICM01	ICMA RETIREMENT TRUST-457	3549.05 185.00	C10713 1C10713	ICMA DEF. COMP ICMA DEF. COMP ER PD
			Check Total.....	3734.05		
12620	07/15/21	PERS1	PUBLIC EMPLOYEES RETIRE	24210.94	C10713	PERS PAYROLL REMITTANCE
12621	07/15/21	PERS4	Cal Pers 457 Def. Comp	2761.25 527.50	C10713 1C10713	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	3288.75		
12622	07/15/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C10713	WageOrder F#20000149
12623	07/15/21	VAL06	VALIC	2341.26 202.50	C10713 1C10713	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	2543.76		
12624	07/15/21	\BAN1	BANK OF AMERICA-121000358	100.00	C10713	B OF A SAVINGS
12625	07/15/21	\BAN4	BANNER BANK-323371076	1050.00 845.22	C10713 1C10713	BANNER BANK-SAVINGS HSA DEDUCTIBLE
			Check Total.....	1895.22		
12626	07/15/21	\OECU	OPER ENG FED CU-321176260	220.00	C10713	CREDIT UNION SAVINGS
12627	07/15/21	\WEL1	WELLS FARGO - 121042882	1750.00	C10713	WELLS FARGO
			Cash Account Total.....	79985.05		
			Total Disbursements.....	79985.05		
			=====			

Date.: Jul 21, 2021
Time.: 2:52 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
JONES COVEY GROUP, I	9595 LUCAS RANCH RD.	RANCHO CUCAMONG, CA 91730	GENERAL CONTRACTOR	07/20/21
LUCAS SMITH SHIRTS	1423 COLUSA ST	CORNING, CA 96021	CUSTOM T-SHIRTS AND CLOTHING	07/16/21
NORTH VALLEY TREE SE	3882 ESPLANADE	CHICO, CA 95973	TREE CONTRACTOR	07/16/21
OLKERIIL'S	222 RIO BRAVO CT.	CORNING, CA 96021	BUYING WHOLESALE TOYS AND TRADING CARDS	07/16/21

ITEM NO.: I-5

**ADOPT RESOLUTION NO. 07-27-2021-01
A RESOLUTION DECLARING INTENT TO
LEVY AND COLLECT ANNUAL
ASSESSMENT FOR THE CITY OF
CORNING LIGHTING AND LANDSCAPE
DISTRICT 1, ZONE 1**

July 27, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Annually the City of Corning must conduct a public hearing declaring its intention to levy assessments for the individual zones within City of Corning Lighting and Landscaping District 1. In compliance with State law, the City publishes a legal notice, and letters are sent to affected property owners informing them of the date and time for the public hearing associated with the assessments. The public hearing is held prior to levying the annual assessments and placing them upon the property tax rolls.

Landscape and Lighting District 1, Zone 1 includes the "Blackburn Estates" Subdivision, located north of Blackburn Avenue and east of Marguerite Avenue on N. Alex Lane.

The City Engineer has filed the attached Annual Engineer's report for the district assessments. No change is proposed in the current fiscal year assessment of \$63.08 per residential parcel.

The attached Resolution, if adopted, would set the Fiscal Year 2021/2022 assessment rate at \$63.08 per parcel.

BACKGROUND:

The California Streets and Highway Code contains the Landscaping and Lighting Act of 1972 beginning with Section 22500. The Act provides for the establishment of Landscaping and Lighting Districts and for the levying of annual assessments to the property owners within the District.

Street & Highway Section 22626 provides for a notice of public hearing and includes a provision requiring a ten (10) day legal notice to the individual property owners along with publication in the newspaper when there is no proposed increase in the annual assessment. In this case, notice of this hearing was mailed to the affected property owners on July 13th and published on July 15th. There is a more extensive notice requirement if assessments are proposed to be increased.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE ENGINEERS REPORT THAT NO INCREASES ARE RECOMMENDED AND ADOPT RESOLUTION NO 07-27-2021-01 SETTING THE FISCAL YEAR 2021/2022 ASSESSMENT AT \$63.08 PER PARCEL FOR LANDSCAPING AND LIGHTING DISTRICT 1, ZONE 1

RESOLUTION NO.: 07-27-2021-01

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
SETTING THE ANNUAL ASSESSMENT FOR THE
CITY OF CORNING LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 1 FOR FISCAL YEAR
2021/2022**

WHEREAS, the City of Corning Landscape and Lighting District No. 1 was formed by the City Council following a Public Hearing on November 22, 2005 in accordance with the State "Landscaping and Lighting Act of 1972" (Streets and Highway Code Section 22500 et.seq.) to provide Street Lighting and Landscape Maintenance to new development approved within the City of Corning; and

WHEREAS, the City Council, through Resolution No. 07-11-2007-01, adopted on July 11, 2007, designated the "Blackburn Estates" Subdivision located on N. Alex Lane north of Blackburn Avenue and east of Marguerite Avenue as "Zone 1" of the City of Corning Landscape and Lighting District No. 1; and

WHEREAS, the City Council at the time of the November 22, 2005 Public Hearing set the annual assessment for each parcel at \$63.09 for fiscal year 2005-2006 in the "Blackburn Estates"; and

WHEREAS, the Annual Engineers Report for Fiscal Year 2021/2022, dated July 12, 2021 on file with the City Clerk shows that there is no need to increase the Annual Assessment for fiscal year 2021/2022 in Zone 1, the "Blackburn Estates"; and

WHEREAS, each parcel's assessment must be equally divisible by two, the annual assessment for each parcel is set at an amount of \$63.08 for each parcel for fiscal year 2021/2022; and

WHEREAS, Streets and Highway Code Section 22626 provides for a ten (10) day public notice period "If the assessments are to be levied in the same or lesser amounts than in any previous year...", and

WHEREAS, the charges associated with this Landscaping and Lighting District are in compliance with California Proposition 218 and all laws pertaining to the levy of the Streets and Highways Code (Section 22500 et.seq.).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning has conducted the Public Hearing advertised and held on July 27, 2021, at 6:30 p.m. in the City Council Chambers of the City of Corning, 794 Third Street, Corning, CA 96021; and

BE IT FURTHER RESOLVED, that the City Council finds that a "majority protest" has not been filed and therefore confirms the attached list of Zone 1, and makes no change in the prior year assessment, finding that **the assessment of \$63.08 per parcel for the following assessor parcels shall be levied** in accordance with the law.

Tax Rate Area	APN #	Tax Amount
001-014	75-310-28	\$63.08
001-014	75-310-29	\$63.08
001-014	75-310-30	\$63.08
001-014	75-310-31	\$63.08
001-014	75-310-32	\$63.08
001-014	75-310-33	\$63.08

Tax Rate Area	APN #	Tax Amount
001-014	75-310-34	\$63.08
001-014	75-310-35	\$63.08
001-014	75-310-36	\$63.08
001-014	75-310-37	\$63.08
001-014	75-310-38	\$63.08
001-014	75-310-39	\$63.08
001-014	75-310-40	\$63.08
001-014	75-310-41	\$63.08

PASSED, ADOPTED AND APPROVED this 27th day of July 2027 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 No. 07-27-2021-01) was adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 27th day of July 2021 by the votes listed above.

Lisa M. Linnet, City Clerk

**NOTICE OF PUBLIC HEARING FOR ANNUAL ASSESSMENT
FOR
CITY OF CORNING
LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 1**

Lighting and Landscape District 1, Zone 1 consists of the Blackburn Estates Subdivision located on N. Alex Lane north of Blackburn Avenue and east of Marguerite Avenue.

The property owners in the Blackburn Estates subdivision are hereby notified that the City Council of the City of Corning will conduct a public hearing on Tuesday, July 27 11, 2021 at 6:30 p.m. in the City Council Chambers of the City of Corning 794 Third Street, Corning, CA 96021. The Council Agenda with the staff report and supporting documentation will be posted at www.corning.org Friday afternoon prior to the meeting.

☛ The purpose of the hearing is to consider an annual assessment per residential parcel of sixty-three dollars and eight cents (\$63.08) to support the street lighting and landscape maintenance of Lighting and Landscape District 1, Zone 1. This assessment remains unchanged from the prior year and will be implemented for the fiscal year 2021/2022.

Property owners are invited to review the Engineer's Report and supporting documents at City Hall, 794 Third Street, Corning, CA 96021.

This is a protest hearing in which a majority of the property owners within the zone may file written protest against the assessment. Such written protests can be as simple as returning this notice to the City Clerk at the address stated above with the property owner's signatures, the property's Assessor Parcel Number and the words I oppose the assessment. Written protests ***MUST*** be received by the City Clerk no later than 5pm on the day of the Public Hearing listed above.

PUBLISH: July 15, 2021

Lisa M. Linnet, City Clerk
City of Corning

City of Corning Landscaping and Lighting District 1 – Zone 1

Annual City Engineer's Report for Fiscal Year 2021/2022

July 12, 2021

Zone 1 Location: Blackburn Estates Subdivision on Alex Ave.; north of Blackburn Ave; east of Marguerite Ave.; 14 Residential lots.

	<u>Annual Cost</u>
Zone 1 Operation and Maintenance Cost:	\$831.24
Overhead and Administration	\$ 51.88
Total Budget	\$883.12

TOTAL CHANGE FROM PRIOR YEAR: **NONE**

ASSESSMENT FORMULA:
$$\frac{\text{Total Annual Budget}}{14 \text{ Parcels}} = \text{Assessment per Parcel}$$
$$\frac{\$883.12}{14} = \$ 63.08 \text{ per parcel annually}$$

Parcels to be Assessed:

075-310-28	210 Blackburn Ave. - Corrected Address (This has been listed as 120 N. Alex)
075-310-29	156 N. Alex Lane
075-310-30	186 N. Alex Lane
075-310-31	216 N. Alex Lane
075-310-32	246 N. Alex Lane
075-310-33	276 N. Alex Lane
075-310-34	286 N. Alex Lane
075-310-35	299 N. Alex Lane
075-310-36	279 N. Alex Lane
075-310-37	249 N. Alex Lane
075-310-38	219 N. Alex Lane
075-310-39	189 N. Alex Lane
075-310-40	149 N. Alex Lane
075-310-41	119 N. Alex Lane



Robin Kampmann, PE
City Engineer Consultant

ITEM NO.: 1-6
ADOPT RESOLUTION NO. 07-27-2021-02,
DECLARING INTENT TO LEVY AND
COLLECT ANNUAL ASSESSMENT FOR
THE CITY OF CORNING LIGHTING AND
LANDSCAPE DISTRICT 1, ZONE 2

July 27, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
ROBIN KAMPMANN, PE; PUBLIC WORKS ENGINEER CONSULTANT

SUMMARY:

Annually the City of Corning must declare its intention to levy assessments for the individual zones within City of Corning Lighting and Landscaping District 1. In compliance with State law, the City publishes a legal notice, and letters are sent to affected property owners informing them of the date and time for the public hearing associated with the assessments. The public hearing is held prior to levying the annual assessments and placing them upon the property tax rolls.

Landscape and Lighting District 1, Zone 2, Stonefox Subdivision is located along the south side of Solano St. and the north side of Carona Avenue directly south of the Solano St./El Paso Avenue intersection; and consists of eighty (80) residential lots of Tract Map 05-1003.

The City Engineer has filed the attached Annual Engineer's report for the District Assessments. No change is proposed in the current fiscal year assessment of \$91.00 per residential parcel. The attached Resolution, if adopted, would set the Fiscal Year 2021/2022 assessments at the rate of \$91.00 per parcel.

BACKGROUND:

The California Streets and Highway Code contains the Landscaping and Lighting Act of 1972 beginning with Section 22500. The Act provides for the establishment of Landscaping and Lighting Districts and for the levying of annual assessments to the property owners within the District.

Street & Highway Section 22626 provides for a notice of public hearing and includes a provision requiring a ten (10) day legal notice to the individual property owners along with publication in the newspaper when there is no proposed increase in the annual assessment. In this case, notice of this hearing was mailed to the affected property owners on July 13th and published on July 15th. There is a more extensive notice requirement if assessments are proposed to be increased.

RECOMMENDATION:

MAYOR AND COUNCIL APPROVE THE ENGINEERS REPORT AND ADOPT RESOLUTION NO. 07-27-2021-02 SETTING THE FISCAL YEAR 2021/2022 ASSESSMENT AT \$91 PER PARCEL FOR LANDSCAPING AND LIGHTING DISTRICT 1, ZONE 2.

RESOLUTION NO.: 07-27-2021-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
SETTING THE ANNUAL ASSESSMENT FOR THE
CITY OF CORNING LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 2 FOR FISCAL YEAR
2021/2022**

WHEREAS, the City of Corning Landscape and Lighting District No. 1 was formed by the City Council following a Public Hearing on November 22, 2005 in accordance with the State "Landscaping and Lighting Act of 1972" (Streets and Highway Code Section 22500 et.seq.) to provide Street Lighting and Landscape Maintenance to new development approved within the City of Corning; and

WHEREAS, the City Council, through Resolution No. 05-08-2007-02, adopted on May 8, 2007, initiated annexation of Stonefox Ranch Subdivision Tract Map 05-1003 into Landscaping and Lighting District No. 1, as Zone 2, and

WHEREAS, the City Council, through Resolution No. 10-27-2015-01 ordered on October 27, 2015 the annexation of the 26 lots of Phase 1 and the remaining land parcels of Phases 2 & 3 of Tract Map 05-1003 into Landscaping and Lighting District No. 1, as Zone 2, and

WHEREAS, the City Council at the time of the October 27, 2015 Public Hearing set the annual assessment totaling \$7,280.00 (\$91.00 a parcel) for fiscal year 2016-2017 within Landscape and Lighting District 1, Zone 2; and

WHEREAS, the Annual Engineers Report for Fiscal Year 2021/2022, dated July 12, 2021 on file with the City Clerk shows that there is no need to increase the Annual Assessment of \$91 per lot for fiscal year 2021/2022 in Zone 2, and

WHEREAS, Streets and Highway Code Section 22626 provides for a ten (10) day public notice period "If the assessments are to be levied in the same or lesser amounts than in any previous year...", and

WHEREAS, the charges associated with this Landscaping and Lighting District are in compliance with California Proposition 218 and all laws pertaining to the levy of the Streets and Highways Code (Section 22500 et.seq.).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning has conducted the Public Hearing advertised and held on July 27, 2021 at 6:30 p.m. in the City Council Chambers of the City of Corning, 794 Third Street, Corning, CA 96021; and

BE IT FURTHER RESOLVED, that the City Council finds that a "majority protest" has not been filed and therefore confirms the attached list of Zone 2, and find that **the assessment of \$91.00 per parcel for the following assessor parcels shall be levied** in accordance with the law.

Tax Rate Area	APN #	Tax Amount
001-000	073-280-001-000	\$91.00
001-000	073-280-002-000	\$91.00
001-000	073-280-003-000	\$91.00
001-000	073-280-004-000	\$91.00
001-000	073-280-005-000	\$91.00
001-000	073-280-006-000	\$91.00
001-000	073-280-007-000	\$91.00
001-000	073-280-008-000	\$91.00
001-000	073-280-009-000	\$91.00
001-000	073-280-010-000	\$91.00

Tax Rate Area	APN #	Tax Amount
001-000	073-280-011-000	\$91.00
001-000	073-280-012-000	\$91.00
001-000	073-280-013-000	\$91.00
001-000	073-280-014-000	\$91.00
001-000	073-280-015-000	\$91.00
001-000	073-280-016-000	\$91.00
001-000	073-280-017-000	\$91.00
001-000	073-280-018-000	\$91.00
001-000	073-280-019-000	\$91.00
001-000	073-280-020-000	\$91.00
001-000	073-280-021-000	\$91.00
001-000	073-280-022-000	\$91.00
001-000	073-280-023-000	\$91.00
001-000	073-280-024-000	\$91.00
001-000	073-280-025-000	\$91.00
001-000	073-280-026-000	\$91.00
001-000	073-290-006-000	\$91.00
001-000	073-290-007-000	\$91.00
001-000	073-290-008-000	\$91.00
001-000	073-290-009-000	\$91.00
001-000	073-290-010-000	\$91.00
001-000	073-290-011-000	\$91.00
001-000	073-290-012-000	\$91.00
001-000	073-290-013-000	\$91.00
001-000	073-290-014-000	\$91.00
001-000	073-290-015-000	\$91.00
001-000	073-290-016-000	\$91.00
001-000	073-290-017-000	\$91.00
001-000	073-290-018-000	\$91.00
001-000	073-290-019-000	\$91.00
001-000	073-290-020-000	\$91.00
001-000	073-300-001-000	\$91.00
001-000	073-300-002-000	\$91.00
001-000	073-300-003-000	\$91.00
001-000	073-300-004-000	\$91.00
001-000	073-300-005-000	\$91.00
001-000	073-300-006-000	\$91.00
001-000	073-300-007-000	\$91.00
001-000	073-300-008-000	\$91.00
001-000	073-300-009-000	\$91.00
001-000	073-300-010-000	\$91.00
001-000	073-300-011-000	\$91.00
001-000	073-300-012-000	\$91.00
001-000	073-300-013-000	\$91.00
001-000	073-300-014-000	\$91.00
001-000	073-300-015-000	\$91.00
001-000	073-300-016-000	\$91.00
001-000	073-300-017-000	\$91.00
001-000	073-300-018-000	\$91.00
001-000	073-300-019-000	\$91.00
001-000	073-300-020-000	\$91.00

Tax Rate Area	APN #	Tax Amount
001-000	073-300-021-000	\$91.00
001-000	073-300-022-000	\$91.00
001-000	073-300-023-000	\$91.00
001-000	073-300-024-000	\$91.00
001-000	073-300-025-000	\$91.00
001-000	073-300-026-000	\$91.00
001-000	073-300-027-000	\$91.00
001-000	073-300-028-000	\$91.00
001-000	073-300-029-000	\$91.00
001-000	073-300-030-000	\$91.00
001-000	073-300-031-000	\$91.00
001-000	073-300-032-000	\$91.00
001-000	073-300-033-000	\$91.00
001-000	073-300-034-000	\$91.00
001-000	073-300-035-000	\$91.00
001-000	073-300-036-000	\$91.00
001-000	073-300-037-000	\$91.00
001-000	073-300-038-000	\$91.00
001-000	073-300-039-000	\$91.00

PASSED, ADOPTED AND APPROVED this 27th day of July 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 No. 07-27-2021-02) was adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 27th day of July, 2021 by the votes listed above.

Lisa M. Linnet, City Clerk

**NOTICE OF PUBLIC HEARING FOR ANNUAL ASSESSMENT
FOR
CITY OF CORNING
LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 2**

Lighting and Landscape District 1, Zone 2 consists of 80 Residential Lots of the Stonefox Subdivision located along the south side of Solano St. and the north side of Carona Ave. directly south of the Solano St. / El Paso Ave. intersection and within Tract Map 05-1003.

The property owners in the Stonefox Subdivision are hereby notified that the City Council of the City of Corning will conduct a public hearing on Tuesday, July 27, 2021 at 6:30 p.m. in the City Council Chambers of the City of Corning 794 Third Street, Corning, CA 96021. The Council Agenda with the staff report and supporting documentation will be posted at www.corning.org Friday afternoon prior to the meeting.

The purpose of the hearing is to consider an annual assessment per residential parcel of ninety one dollars (\$91.00) to support the street lighting, maintenance of storm water retention facilities, landscaping, irrigation, security fencing, masonry walls, and pedestrian pathway within Lighting and Landscape District 1, Zone 2. This assessment remains unchanged from the prior year and will be implemented for the fiscal year 2021/2022.

Property owners are invited to review the Engineer's Report and supporting documents at City Hall, 794 Third Street, Corning, CA 96021.

This is a protest hearing in which a majority of the property owners within the zone may file written protest against the assessment. Such written protests can be as simple as returning this notice to the City Clerk at the address stated above with the property owner's signatures, the property's Assessor Parcel Number and the words I oppose the assessment. Written protests ***MUST*** be received by the City Clerk no later than 5pm on the day of the Public Hearing listed above.

PUBLISH: July 15, 2021

Lisa M. Linnet, City Clerk
City of Corning

City of Corning Landscaping and Lighting District 1 – Zone 2

Annual City Engineer's Report for Fiscal Year 2021-2022

July 12, 2021

Zone 2 Location: Stonefox subdivision is located along the south side of Solano St. and the north side of Carona Ave. directly south of the Solano St. / El Paso Ave. intersection; eighty (80) residential lots of Tract Map 05-1003.

Annual Cost

Zone 2 Operation and Maintenance Cost: \$6,617.28

Overhead and Administration (10% of Direct Costs) \$ 662.72

Total Budget **\$7,280.00**

TOTAL CHANGE FROM PRIOR YEAR: **NONE**

ASSESSMENT FORMULA:
$$\frac{\text{Total Annual Budget}}{80 \text{ Parcels}} = \text{Assessment per Parcel}$$
$$\frac{\$7,280.00}{80} = \$ 91.00 \text{ per parcel annually}$$

Parcels to be Assessed:

<u>Assessor's Parcel No. Address</u>	<u>Assessor's Parcel No. Address</u>
073-280-001-000 430 CLEAR CREEK	073-280-002-000 440 CLEAR CREEK
073-280-003-000 450 CLEAR CREEK	073-280-004-000 460 CLEAR CREEK
073-280-005-000 470 CLEAR CREEK	073-280-006-000 870 STONEFOX
073-280-007-000 860 STONEFOX	073-280-008-000 850 STONEFOX
073-280-009-000 840 STONEFOX	073-280-010-000 830 STONEFOX
073-280-011-000 820 STONEFOX	073-280-012-000 815 STONEFOX
073-280-013-000 825 STONEFOX	073-280-014-000 835 STONEFOX
073-280-015-000 845 STONEFOX	073-280-016-000 855 STONEFOX
073-280-017-000 865 STONEFOX	073-280-018-000 875 STONEFOX
073-280-019-000 905 STONEFOX	073-280-020-000 915 STONEFOX
073-280-021-000 485 CLEAR CREEK	073-280-022-000 475 CLEAR CREEK
073-280-023-000 465 CLEAR CREEK	073-280-024-000 455 CLEAR CREEK
073-280-025-000 445 CLEAR CREEK	073-280-026-000 435 CLEAR CREEK
073-290-006-000 863 SUNNY	073-290-007-000 853 SUNNY
073-290-008-000 843 SUNNY	073-290-009-000 833 SUNNY
073-290-010-000 846 SUNNY	073-290-011-000 390 CLEAR CREEK
073-290-012-000 380 CLEAR CREEK	073-290-013-000 370 CLEAR CREEK
073-290-014-000 360 CLEAR CREEK	073-290-015-000 876 SNOW PEAK
073-290-016-000 866 SNOW PEAK	073-290-017-000 856 SNOW PEAK
073-290-018-000 846 SNOW PEAK	073-290-019-000 831 SNOW PEAK
073-290-020-000 841 SNOW PEAK	073-300-001-000 365 CLEAR CREEK
073-300-002-000 375 CLEAR CREEK	073-300-003-000 385 CLEAR CREEK
073-300-004-000 395 CLEAR CREEK	073-300-005-000 903 SUNNY

Assessor's Parcel No. Address

073-300-006-000	913 SUNNY
073-300-008-000	933 SUNNY
073-300-010-000	953 SUNNY
073-300-012-000	973 SUNNY
073-300-014-000	993 SUNNY
073-300-016-000	956 SUNNY
073-300-018-000	936 SUNNY
073-300-020-000	916 SUNNY
073-300-022-000	931 SNOW PEAK
073-300-024-000	951 SNOW PEAK
073-300-026-000	971 SNOW PEAK
073-300-028-000	996 SUNNY
073-300-030-000	170 CARONA
073-300-032-000	976 SNOW PEAK
073-300-034-000	956 SNOW PEAK
073-300-036-000	936 SNOW PEAK
073-300-038-000	916 SNOW PEAK

Assessor's Parcel No. Address

073-300-007-000	923 SUNNY
073-300-009-000	943 SUNNY
073-300-011-000	963 SUNNY
073-300-013-000	983 SUNNY
073-300-015-000	966 SUNNY
073-300-017-000	946 SUNNY
073-300-019-000	926 SUNNY
073-300-021-000	921 SNOW PEAK
073-300-023-000	941 SNOW PEAK
073-300-025-000	961 SNOW PEAK
073-300-027-000	986 SUNNY
073-300-029-000	986 SNOW PEAK
073-300-031-000	180 CARONA
073-300-033-000	966 SNOW PEAK
073-300-035-000	946 SNOW PEAK
073-300-037-000	926 SNOW PEAK
073-300-039-000	906 SNOW PEAK



Robin Kampmann, PE
City Engineer Consultant

ITEM NO.: I-7

**ADOPT RESOLUTION NO. 07-27-2021-03,
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING DECLARING
ITS INTENT TO LEVY AND COLLECT
ANNUAL ASSESSMENT FOR THE CITY
OF CORNING LIGHTING AND
LANDSCAPE DISTRICT 1, ZONE 3**

July 27, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Annually the City of Corning must declare its intention to levy assessments for the individual zones within Lighting and Landscaping District 1 and then, following legal notice, conduct a public hearing prior to levying the annual assessments and placing them upon the property tax rolls.

Landscape and Lighting District 1, Zone 3 includes 30 parcels within the SHHIP (Self Help Housing Improvement Project) Blossom Avenue Development. The properties are located on either side of Blossom Avenue and west of Toomes Avenue.

The City Engineer has filed the attached Annual Engineer's report for the District assessments. No change is proposed in the previous fiscal year assessment of \$142.10 per residential parcel. The attached Resolution, if adopted, would set the Fiscal Year 2020/2021 assessments at the same rate as the previous year.

BACKGROUND:

The California Streets and Highway Code contains the Landscaping and Lighting Act of 1972 beginning with Section 22500. The Act provides for the establishment of Landscaping and Lighting Districts and for the levying of annual assessments to the property owners within the District.

Street & Highway Section 22626 provides for a notice of public hearing and includes a provision requiring a ten (10) day legal notice to the individual property owners along with publication in the newspaper when there is no proposed increase in the annual assessment. In this case, notice of this hearing was mailed to the affected property owners on July 13th and published on July 15th. There is a more extensive notice requirement if assessments are proposed to be increased.

RECOMMENDATION:

**MAYOR AND COUNCIL APPROVE THE ENGINEERS REPORT AND ADOPT
RESOLUTION NO 07-27-2021-03 SETTING THE FISCAL YEAR 2021/2022 ASSESSMENT
AT \$142.10 PER PARCEL FOR LANDSCAPING AND LIGHTING DISTRICT 1, ZONE 3.**

RESOLUTION NO.: 07-27-2021-03

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
SETTING THE ANNUAL ASSESSMENT FOR THE
CITY OF CORNING LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 3 FOR FISCAL YEAR
2021/2022**

WHEREAS, the City of Corning Landscape and Lighting District No. 1 was formed by the City Council following Public Hearing on November 22, 2005 in accordance with the State "Landscaping and Lighting Act of 1972" (Streets and Highway Code Section 22500 et.seq.) to provide Street Lighting and Landscape Maintenance to new development approved within the City of Corning; and

WHEREAS, the City Council, through Resolution No. 07-10-2007-01, adopted on July 10, 2007, designated Phases 2 & 3 of the Blossom Avenue Infill project located along Blossom Avenue and west of Toomes Avenue as "Zone 3" of the City of Corning Landscape and Lighting District No. 1; and

WHEREAS, the City Council at the time of the July 10, 2007 Public Hearing set the annual assessment for each parcel at \$142.10 for fiscal year 2007-2008 within Landscape and Lighting District 1, Zone 3; and

WHEREAS, the Annual Engineers Report for Fiscal Year 2021/2022, dated July 12, 2021 on file with the City Clerk shows that there is no need to increase the Annual Assessment for fiscal year 2021/2022 in Zone 3, and

WHEREAS, Streets and Highway Code Section 22626 provides for a ten (10) day public notice period "If the assessments are to be levied in the same or lesser amounts than in any previous year...", and

WHEREAS, the charges associated with this Landscaping and Lighting District are in compliance with California Proposition 218 and all laws pertaining to the levy of the Streets and Highways Code (Section 22500 et.seq.).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning has conducted the Public Hearing advertised and held on July 27, 2021 at 6:30 p.m. in the City Council Chambers of the City of Corning, 794 Third Street, Corning, CA 96021; and

BE IT FURTHER RESOLVED, that the City Council finds that a "majority protest" has not been filed and therefore confirms the attached list of Zone 3, and makes no change in the prior year assessment, finding that **the assessment of \$142.10 per parcel for the following assessor parcels shall be levied** in accordance with the law.

Tax Rate Area	APN #	Tax Amount
001-000	71-202-25	\$142.10
001-000	71-202-26	\$142.10
001-000	71-202-27	\$142.10
001-000	71-202-28	\$142.10
001-000	71-202-29	\$142.10
001-000	71-202-30	\$142.10
001-000	71-202-31	\$142.10
001-000	71-202-32	\$142.10
001-000	71-202-33	\$142.10
001-000	71-202-34	\$142.10
001-000	71-202-35	\$142.10

Tax Rate Area	APN #	Tax Amount
001-000	71-203-04	\$142.10
001-000	71-203-05	\$142.10
001-000	71-203-06	\$142.10
001-000	71-203-07	\$142.10
001-000	71-203-08	\$142.10
001-000	71-203-09	\$142.10
001-000	71-203-10	\$142.10
001-000	71-203-11	\$142.10
001-000	71-203-12	\$142.10
001-000	71-203-13	\$142.10
001-000	71-203-14	\$142.10
001-000	71-205-16	\$142.10
001-000	71-205-17	\$142.10
001-000	71-205-18	\$142.10
001-000	71-205-19	\$142.10
001-000	71-205-20	\$142.10
001-000	71-205-21	\$142.10
001-000	71-205-22	\$142.10
001-000	71-205-23	\$142.10

PASSED, ADOPTED AND APPROVED this 27th day of July, 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 No. 07-27-2021-03) was adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 27th day of July 2021 by the votes listed above.

Lisa M. Linnet, City Clerk

**NOTICE OF PUBLIC HEARING FOR ANNUAL ASSESSMENT
FOR
CITY OF CORNING
LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 3**

Lighting and Landscape District 1, Zone 3 consists of 30 Lots of the Blossom Avenue Self-Help Home Improvement Project (SHHIP) located on Blossom Avenue and within Tract Map 07-1001 and Planned Development Use Permit No. 2007-239.

The property owners are hereby notified that the City Council of the City of Corning will conduct a public hearing on Tuesday, July 27, 2021 at 6:30 p.m. in the City Council Chambers of the City of Corning 794 Third Street, Corning, CA 96021. The Council Agenda with the staff report and supporting documentation will be posted at www.corning.org Friday afternoon prior to the meeting.

The purpose of the hearing is to consider an annual assessment per residential parcel of one hundred forty-two dollars and ten cents (\$142.10) to support the street lighting, maintenance of storm water retention facilities, and emergency access and bike path within Lighting and Landscape District 1, Zone 3. This assessment remains unchanged from the prior year and will be implemented for the fiscal year 2021/2022.

Property owners are invited to review the Engineer's Report and supporting documents at City Hall, 794 Third Street, Corning, CA 96021.

This is a protest hearing in which a majority of the property owners within the zone may file written protest against the assessment. Such written protests can be as simple as returning this notice to the City Clerk at the address stated above with the property owner's signatures, the property's Assessor Parcel Number and the words I oppose the assessment. Written protests ***MUST*** be received by the City Clerk no later than 5pm on the day of the Public Hearing listed above.

PUBLISH: July 15, 2021

Lisa M. Linnet, City Clerk
City of Corning

City of Corning Landscaping and Lighting District 1 – Zone 3

Annual City Engineer's Report for Fiscal Year 2021-2022

July 12, 2021

Zone 3 Location: Blossom Avenue SHHIP Project Phases 2 & 3 (Tract 2007-239 & PD Use Permit 2007-239); located along Blossom Avenue and west of Toomes Avenue; thirty (30) residential lots.

Annual Cost

Zone 3 Operation and Maintenance Cost:	\$3,875.55
Overhead and Administration (10% of Direct Costs)	\$ <u>387.56</u>
Total Budget	<u>\$4,263.11</u>

TOTAL CHANGE FROM PRIOR YEAR: NONE

ASSESSMENT FORMULA: $\frac{\text{Total Annual Budget}}{30 \text{ Parcels}} = \text{Assessment per Parcel}$

$$\frac{\$4,263.11}{30} = \$ 142.10 \text{ per parcel annually}$$

Parcels to be Assessed:

Assessor's Parcel No.	Address	Assessor's Parcel No.	Address
71-202-25	2110 Blossom Avenue	71-203-09	2139 Blossom Avenue
71-202-26	2116 Blossom Avenue	71-203-10	2145 Blossom Avenue
71-202-27	2122 Blossom Avenue	71-203-11	2151 Blossom Avenue
71-202-28	2128 Blossom Avenue	71-203-12	2157 Blossom Avenue
71-202-29	2134 Blossom Avenue	71-203-13	2163 Blossom Avenue
71-202-30	2140 Blossom Avenue	71-203-14	2169 Blossom Avenue
71-202-31	2146 Blossom Avenue	71-205-16	2051 Blossom Avenue
71-202-32	2152 Blossom Avenue	71-205-17	2043 Blossom Avenue
71-202-33	2158 Blossom Avenue	71-205-18	2035 Blossom Avenue
71-202-34	2164 Blossom Avenue	71-205-19	2027 Blossom Avenue
71-202-35	2170 Blossom Avenue	71-205-20	2019 Blossom Avenue
71-203-04	2109 Blossom Avenue	71-205-21	2011 Blossom Avenue
71-203-05	2115 Blossom Avenue	71-205-22	2005 Blossom Avenue
71-203-06	2121 Blossom Avenue	71-205-23	2001 Blossom Avenue
71-203-07	2127 Blossom Avenue		
71-203-08	2133 Blossom Avenue		



Robin Kampmann, PE
City Engineer Consultant

RECEIVED

JUL 22 2021

NOTICE OF PUBLIC HEARING FOR ANNUAL ASSESSMENT
FOR
CITY OF CORNING
LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 3

CORNING CITY CLERK

Lighting and Landscape District 1, Zone 3 consists of 30 Lots of the Blossom Avenue Self-Help Home Improvement Project (SHHIP) located on Blossom Avenue and within Tract Map 07-1001 and Planned Development Use Permit No. 2007-239.

The property owners are hereby notified that the City Council of the City of Corning will conduct a public hearing on Tuesday, July 27, 2021 at 6:30 p.m. in the City Council Chambers of the City of Corning 794 Third Street, Corning, CA 96021. The Council Agenda with the staff report and supporting documentation will be posted at www.corning.org Friday afternoon prior to the meeting.

The purpose of the hearing is to consider an annual assessment per residential parcel of one hundred forty-two dollars and ten cents (\$142.10) to support the street lighting, maintenance of storm water retention facilities, and emergency access and bike path within Lighting and Landscape District 1, Zone 3. This assessment remains unchanged from the prior year and will be implemented for the fiscal year 2021/2022.

Property owners are invited to review the Engineer's Report and supporting documents at City Hall, 794 Third Street, Corning, CA 96021.

This is a protest hearing in which a majority of the property owners within the zone may file written protest against the assessment. Such written protests can be as simple as returning this notice to the City Clerk at the address stated above with the property owner's signatures, the property's Assessor Parcel Number and the words I oppose the assessment. Written protests MUST be received by the City Clerk no later than 5pm on the day of the Public Hearing listed above.

PUBLISH: July 15, 2021

Lisa M. Linnet, City Clerk
City of Corning

I oppose the assessment.



Ms. Diane Johnson
2139 Blossom Ave.
Corning, CA 96021 2737

SACRAMENT

20 JUL 2021

City of Corning
794 Third Street
Corning, CA 96021

ITEM NO.: I - 8

**ADOPT RESOLUTION NO. 07-27-2021-04,
A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF CORNING DECLARING
ITS INTENT TO LEVY AND COLLECT
ANNUAL ASSESSMENT FOR THE CITY
OF CORNING LIGHTING AND
LANDSCAPE DISTRICT 1, ZONE 4**

July 27, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUMMARY:

Annually the City of Corning must conduct a public hearing prior to levying the annual assessments for the individual Zone within Lighting and Landscaping District 1 and placing them upon the property tax rolls.

Landscape and Lighting District 1, Zone 4 affects one parcel; the property developed and known as the "Salado Orchard Apartment Project", located south of Blackburn Avenue and west of Toomes Avenue.

The City Engineer has filed the attached Annual Engineer's report for the district assessments. No change is proposed in the current fiscal year assessment of \$4,772.90 for the one parcel. The attached Resolution, if adopted, would set the Fiscal Year 2021/2022 assessment at the same rate as the previous year.

BACKGROUND:

The California Streets and Highway Code contains the Landscaping and Lighting Act of 1972 beginning with Section 22500. The Act provides for the establishment of Landscaping and Lighting Districts and for the levying of annual assessments to the property owners within the District.

Street & Highway Section 22626 provides for a notice of public hearing and includes a provision requiring a ten (10) day legal notice to the individual property owners along with publication in the newspaper when there is no proposed increase in the annual assessment. In this case, notice of this hearing was mailed to the affected property owner on July 12rd and published on July 15th. There is a more extensive notice requirement if assessments are proposed to be increased.

RECOMMENDATION:

**MAYOR AND COUNCIL APPROVE THE ENGINEERS REPORT AND ADOPT
RESOLUTION NO 07-27-2021-04 SETTING THE FISCAL YEAR 2021/2022 ASSESSMENT
AT \$4,772.90 (PER PARCEL) FOR LANDSCAPING AND LIGHTING DISTRICT 1, ZONE 4.**

RESOLUTION NO.: 08-11-2020-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORNING
SETTING THE ANNUAL ASSESSMENT FOR THE
CITY OF CORNING LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 4
FOR FISCAL YEAR 2021/2022**

WHEREAS, the City of Corning Landscape and Lighting District No. 1 was formed by the City Council following Public Hearing on November 22, 2005, in accordance with the State "Landscaping and Lighting Act of 1972" (Streets and Highway Code Section 22500 et.seq.) to provide Street Lighting and Landscape Maintenance to new development approved within the City of Corning; and

WHEREAS, the City Council, through Resolution No. 06-24-2008-01, adopted on June 24, 2008, designated the "Salado Orchard Apartments Project" located on Toomes Avenue and south of Blackburn Avenue as "Zone 4" of the City of Corning Landscape and Lighting District No. 1; and

WHEREAS, the City Council at the time of the June 24, 2008 Public Hearing set the annual assessment for the one affected parcel at \$4,772.90 for fiscal year 2008-2009; and

WHEREAS, the Annual Engineers Report for Fiscal Year 2021/2022, dated July 27, 2021 on file with the City Clerk shows that there is no need to increase the Annual Assessment for fiscal year 2021/2022 in Zone 4, and

WHEREAS, Streets and Highway Code Section 22626 provides for a ten (10) day public notice period "If the assessments are to be levied in the same or lesser amounts than in any previous year...", and

WHEREAS, the charges associated with this Landscaping and Lighting District are in compliance with California Proposition 218 and all laws pertaining to the levy of the Streets and Highways Code (Section 22500 et.seq.).

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Corning has conducted the Public Hearing advertised and held on July 27, 2021, at 6:30 p.m. in the City Council Chambers of the City of Corning, 794 Third Street, Corning, CA 96021; and

BE IT FURTHER RESOLVED, that the City Council finds that a "majority protest" has not been filed and therefore confirms the attached list of Zone 4, and makes no change in the prior year assessment, finding that **the assessment of \$4,772.90 for the following assessor parcel shall be levied** in accordance with the law.

<u>Tax Rate Area</u>	<u>APN #</u>	<u>Tax Amount</u>
001-000	71-020-75	\$4,772.90

PASSED, ADOPTED AND APPROVED this 27th day of July 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 No. 07-27-2021-04) was adopted by the City Council of the City of Corning at a regular meeting of said Council held on the 27th day of July 2021 by the votes listed above.

Lisa M. Linnet, City Clerk

**NOTICE OF PUBLIC HEARING FOR ANNUAL ASSESSMENT
FOR
CITY OF CORNING
LIGHTING AND LANDSCAPE DISTRICT 1, ZONE 4**

Lighting and Landscape District 1, Zone 4 consists of 1 Parcel located at the southwest corner of Toomes Avenue and Blackburn Avenue. The property is developed as the Salado Orchard Apartment Project in accordance with Planned Development Use Permit No. 2006-231.

The property owners are hereby notified that the City Council of the City of Corning will conduct a public hearing on Tuesday, July 27, 2021 at 6:30 p.m. in the City Council Chambers of the City of Corning 794 Third Street, Corning, CA 96021. The Council Agenda with the staff report and supporting documentation will be posted at www.corning.org Friday afternoon prior to the meeting.

The purpose of the hearing is to consider an annual assessment of four thousand, seven hundred seventy two dollars and ninety cents (\$4,772.90) to support the electrification and maintenance of street lighting, irrigation and maintenance of landscaping installed within the landscaped median of Blackburn Avenue within Lighting and Landscape District 1, Zone 4. This assessment remains unchanged from the prior year and will be implemented for the fiscal year 2021/2022.

Property owners are invited to review the Engineer's Report and supporting documents at City Hall, 794 Third Street, Corning, CA 96021.

This is a protest hearing in which a majority of the property owners within the zone may file written protest against the assessment. Such written protests can be as simple as returning this notice to the City Clerk at the address stated above with the property owner's signatures, the property's Assessor Parcel Number and the words I oppose the assessment. Written protests ***MUST*** be received by the City Clerk no later than 5pm on the day of the Public Hearing listed above.

PUBLISH: July 15, 2021

Lisa M. Linnet, City Clerk
City of Corning

City of Corning Landscaping and Lighting District 1 – Zone 4

Annual City Engineer's Report for Fiscal Year 2021/2022

July 12, 2021

Zone 4 Location: Salado Orchard Apartments-located at the southwest corner of Blackburn Avenue and Toomes Avenue; one (1) Residential lot.

Annual Cost

Zone 4 Operation and Maintenance Cost: \$4,339.00

Overhead and Administration (10% of Direct Costs) \$ 433.90

Total Budget **\$4,772.90**

TOTAL CHANGE FROM PRIOR YEAR: **NONE**

ASSESSMENT FORMULA: $\frac{\text{Total Annual Budget}}{1 \text{ Parcels}} = \text{Assessment per Parcel}$

$\frac{\$4,772.90}{1} = \$ 4,772.90 \text{ per parcel annually}$

Parcels to be Assessed:


071-020-75



Robin Kampmann, PE
City Engineer

ITEM NO.: J-9
DESIGNATION OF LEAGUE OF
CALIFORNIA CITIES VOTING
DELEGATE AND ALTERNATE

July 27, 2021

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

BACKGROUND:

Prior to the League of California Cities Annual Conference, which this year is to be held in Sacramento from September 22 – 24, 2021, the City Council always designates its voting delegate and alternate to represent the City at the League of Cities General Assembly. The League By-Laws require that the voting delegate be officially designated by the City Council. Each member City has a right to cast one vote on matters pertaining to Cal Cities Policy.

Though we have not budgeted funds for attendance at this year's conference, the City should still appoint a delegate and alternate to act on behalf of the City in relation to League of California Cities business.

Council might consider appointing the Mayor, with the alternate being the City Manager. These appointees would act only upon direction via vote or consensus of the Council.

RECOMMENDATION:

MAYOR AND COUNCIL APPOINT ITS LEAGUE OF CALIFORNIA CITIES DELEGATE AND ALTERNATE.



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254

ITEM NO.: J-10
REQUESTS FOR PROPOSALS FOR
GRANT AND PROGRAM
ADMINISTRATION SERVICES FOR
COMMUNITY DEVELOPMENT BLOCK
GRANT FUND CV2 AND CV3 FUNDS
July 27, 2021

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

BACKGROUND:

City Staff recommend the City seek a Request for Proposals for a Contract Grant and Program 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 and implementing 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 submitted the application. Staff was informed the application is being recommended for award.

Previously the City Council authorized the issuance of a Request for Proposals for a Grant Administrator which yielded no responses. This was to no surprise. There are very few consultants experienced with CDBG programs. After some discussion with consultants experienced with CDBG grants, staff feel we will be more successful in receiving a response if we combine grant and program administrator services.

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 grant 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 CV2 and 3 GRANT AND PROGRAM ADMINISTRATION CONSULTANT SERVICES



REQUEST FOR PROPOSALS (RFP)

**COVID-19 SUBSISTENCE PAYMENT RELIEF PROGRAM OPERATOR and
GRANT ADMINSTRATOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

Release Date: July 28, 2021

Closing Date: August 18, 2021 at 5:00 PM

RFP Number: Corning CDBG-CV2 and 3

Lisa Linnet

City Clerk, City of Corning

794 Third St.

Corning, CA 96021

530.824-7033

rfp@corning.org

All proposals to be received by 5:00 p.m. PST on August 18, 2021 at the address listed above, by mail, in person, or by email.

The CITY will not be responsible for late or lost proposals, or accept proposals that fail to be delivered to the specified physical or email address by the specified date and time.

REQUEST FOR PROPOSALS (RFP)

COVID-19 SUBSISTENCE PAYMENT RELIEF

PROGRAM OPERATOR

AND

GRANT ADMINISTRATOR

PROGRAM REVIEW

The City of Corning is soliciting proposals from qualified firms to administer the City of Corning Community Development Block Grant **Coronavirus Aid, Relief, and Economic Security (CDBG-CV2 and CV3)** COVID-19 Subsistence Payment Relief Program Grant. Any contract executed as a result of this RFP will be contingent upon the City being awarded CDBG-CV2 and 3 funding for the program.

The City of Corning is proposing to utilize CDBG Cares Act (CDBG-CV2 and 3) funds for the purpose of establishing a subsistence payment relief program. The purpose of the subsistence payment relief program is to aid the targeted population in financial recovery as a result of the COVID-19 pandemic by providing approximately 230 individuals with on average \$600 of utility payment assistance relief. The program will aid in the response of the pandemic by preventing homelessness allowing residents to safely reside in their homes. Low and moderate income (LMI) persons and households defined as eighty percent of the HUD adjusted median family income (HAMFI), adjusted by household size that were financially impacted by the COVID-19 pandemic will benefit from the City of Corning COVID-19 Subsistence Payment Relief Program (Program). The program will prevent the shut-off of service. The City of Corning COVID-19 Subsistence Payment Relief Program will provide up to three months of water, sewer, garbage/recycling, electrical/gas, and internet payment assistance for qualifying LMI persons living within the Corning city limits who have been financially impacted by the COVID-19 pandemic.

The Program is based on meeting CDBG National Objective and Public Benefit requirements in the COVID-19 recovery period. The measurement indicator is persons assisted.

The Grant and Program Administrator will be responsible for providing bilingual (Spanish and English) technical assistance to those individuals that will benefit from additional assistance in completing the grant application. The goal of the technical assistance is to improve the likelihood of the applicant's success in retaining housing through and post-COVID-19 through the use of a subsistence payment relief program. The Grant and Program Administrator will regularly monitor and track data to ensure the Program is serving protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color who have been historically marginalized as represented in the City of Corning. If it is found we are not reaching these populations, the Grant and Program Administrator will perform additional outreach activities at places where protected classes, including not limited to, Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color frequent.

The third-party Grant and Program administrator will be responsible for implementing the City of Corning COVID-19 Subsistence Payment Relief Program following all CDBG CV2 and 3 requirements and completing all reporting required by the State. The Grant and Program Administrator will develop an application for applicants to submit to establish eligibility, need, and compliance with all CDBG CV2 and 3 requirements. Applications received will be reviewed by the Grant and Program Administrator. The Grant and Program Administrator will be required to ensure applicants have not duplicated benefits, utilizing the Duplication of Benefits Policy in Attachment B. Approved applicants outstanding balances will be directly paid to the utility (i.e. City of Corning for water, sewer, and garbage, Pacific Gas and Electric, Waste Management, internet service providers on behalf of the applicant). The Grant and Program Administrator will provide any and all information to the City of Corning to directly pay utilities.

The City of Corning COVID-19 Subsistence Payment Relief Program will be completed within twenty-four months of signage of the standard agreement with the State of California. The proposed program description, tasks and timeline can be found in Attachment C. Based on signage of the Standard Agreement by August 1, 2021, the program will be complete by August 1, 2023.

REGISTRATION

If you intend to respond with a proposal, please register your intent by emailing rfp@corning.org.

Provide the following in your registration email:

1. Firm Name

2. Contact Name
3. Email Address
4. Phone Number
5. Address
6. Website (if applicable)

Doing so will ensure you receive any schedule updates or addendums to this RFP.

QUESTIONS REGARDING THIS RFP

Questions regarding this Request for Proposals may be submitted in writing at any time prior to August 9, 2021. Only written questions will be accepted. Written questions should be submitted to rfp@corning.org.

All questions and answers will be issued in the form of an addendum and issued to all known recipients who have provided registration by August 12, 2021.

ANTICIPATED SCHEDULE

This schedule is subject to change at the discretion of the City. The City will provide sufficient notice to consultants in the event of schedule changes.

Activity/Milestone	Date
1. RFP issued	7/28/2021
2. Deadline to submit written questions	8/09/2021
3. Responses to questions	8/12/2021
4. Proposal submittal deadline	8/18/2021
5. Interviews (if conducted)	8/25/2021
6. Contract before City Council	9/14/2021
7. Work to commence	Per CDBG Schedule
<i>(contingent upon award of CDBG funding)</i>	

PROPOSAL SUBMISSION

1. Proposals may be submitted in PDF format by email to: rfp@corning.org or by in person or mail to: 794 Third St. Corning, CA 96021.
2. If a hard copy of the proposal is submitted, it must be in a sealed envelope or package, clearly marked with the RFP number and consultant's name.
3. If proposal is submitted by email, it must be in PDF format only. Response will be provided once received. If you do not receive a response and the file is too large to transmit via email please provide the file via hard copy.
4. Proposals must be received at the physical address or email address listed above no later than August 18, 2021 at 5:00 PM. Late submittals will not be accepted. The City is not responsible for lost proposals or proposals delivered to a person or location other than listed above.
5. All proposals and documents submitted become the property of the City.
6. All costs of preparing the proposal shall be borne by the proposer.

PROPOSAL FORMAT

A qualifying proposal must address **all** of the following in the order shown below:

1. Cover letter: Describe your firm and summarize your qualifications and experience relevant to operating the proposed program.
2. Proposal:
 - a. Firm Experience: The experience your firm has delivering the described scope of work. Specifically, CDBG underwriting and reporting compliance.
 - b. Staff Experience: Resumes of the key staff that would be assigned to this job.
 - c. Cost: Estimate the cost of providing this service, number of clients to serve, cost per client, or by program.
 - d. Design Description: Provide a description, up to five pages, of how you would design, organize, execute, and monitor the program. Please include your plan for recruitment, which types of businesses you will target, and how you plan to address the residents looking for assistance. Discuss how you will serve people in protected classes, including but not limited to Black, Native and Indigenous, Latino/Latina/Latinx, Asian, Pacific Islanders and other people of color.
 - e. Deliverables: Tell us what measurable outcomes we can expect to see come out of your proposed program.
 - f. Insurance Requirements: Provide evidence of insurance as specified in the SELECTION CRITERIA and PROCESS Section.

3. Authorized Signature: Proposals must be signed by an authorized employee in order to receive consideration.

SELECTION CRITERIA and PROCESS

The City is using the competitive negotiation process, wherein the experience of each proposing firm is evaluated as it relates to the Scope of Work and grant purpose. The City is particularly interested in receiving proposals from small, female, and minority-owned businesses. The City will review the proposals and select a consultant to perform the work based on the following selection criteria with scoring on a 100-point scale:

Criteria	Points
General firm and individual experience	20
Knowledge of the City region and its business needs	20
Process/approach to completing project	35
Schedule	15
Cost effectiveness of proposal	10

The City will notify each proposing firm of the acceptance or rejection of their proposal. Final contract is subject to approval by the City Council.

The City reserves the right to award a contract to the firm or individual that presents the proposal which, in the sole judgment of the City, best serves the interest of the City.

The City reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

PROTEST

Any firm that submitted a proposal may protest another firm's proposal by submitting said protest and the reasons therefor to the City Manager within two (2) business days of the announcement of the selection committee's choice. Protests must be based on the proposal's lack of responsiveness or the consultant's lack of responsibility.

CDBG TERMS AND CONDITIONS

The selected firm will be bound by all applicable state and federal regulations governing the CDBG program as administered by the State Department of Housing and Community Development. See CDBG CV2 and 3 [NOFA and other Program Files](#).

CONFLICT OF INTEREST

Pursuant to 24 CFR 570.611 and as follows, the selected firm, by way of submitting a proposal, warrants and covenants that no official or employee of the City, nor any business entity in which an official of the City and/or City has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract without immediate divulgence of such fact to the City.

CONTRACT TERMINATION/ DEBARMENT

A breach of contract clauses in 29 CFR 5.5 may be grounds for termination of the contacts 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 14 day written notice, due to violations of any terms and/or special conditions of the RFP/Contract, upon request of HUD/HCD/City, or withdrawal of the expenditure authority.

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

The RFP is valid and enforceable only if sufficient current funds are made available to the Department by Federal Government, HUD, HCD or other applicable funding source. In addition, the RFP is subject to any additional restrictions, limitations, conditions or status enacted by the Congress and/or State Legislature, which may affect the provisions, terms and/or funding of this RFP.

INSURANCE REQUIREMENTS

The selected firm will be required to furnish the City with certificates and original endorsements affecting the required insurance coverage prior to the execution of a contract by the City. The endorsements must be on forms as approved by the City. The selected firm must provide a Certificates of Insurance, naming the City as additional insured for the following:

- A. Employer's liability insurance in the amount of at least \$1,000,000 per accident for bodily injury and disease as required under the applicable laws relating to worker's compensation insurance, all of their employees working on the agreement, in accordance with the Worker's Compensation and Insurance Act, at Division IV of the Labor Code of the State of California and Acts amendatory thereof.

- B. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001), in an amount of \$1,000,000 per occurrence. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000 combined single limit (CSL). If insurance is written on a claims-made basis, Contractor agrees to maintain such insurance in effect for at least three years following completion of performance under this Agreement. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with the provision that the policy shall not be canceled without thirty-days prior written notice (ten days for non-payment of the premium) to the City by certified mail.
- C. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code I (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled without thirty days prior written notice (ten days for non-payment of premium) to the City by certified mail.

The policies described above shall not be cancelable without thirty days advance written notice to the City, and shall be in a form and by a surety approved by the City.

In the event any required policy is canceled prior to the completion of the project and the selected firm does not furnish a new Certificate of Insurance prior to cancellation, the City may obtain the required insurance and deduct the premium(s) from contract monies due to the firm.

If any required policy is a claims-made policy, the policy must contain language providing coverage up to six months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein.

As used above, the term "firm" includes the firm, and its officers, agents of employees. The selected firm will be responsible for insuring that any subcontractor engaged to provide project services obtains and maintains adequate liability insurance.

INDEMNIFICATION

The selected firm must agree to indemnify, defend and save harmless the City, its City Board, its offices, agents, employees, and volunteers from any and all claims and losses,

whatsoever, accruing or resulting from any and all contractors, subcontractors, material men, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of any agreement arising from this RFP, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged resulting from any wrongful acts, errors and omissions, or negligence of the firm, its agents and employees, pertaining to the performance of any agreement arising from this RFP.

ASSIGNMENT

Any agreement resulting from this RFP and any amendments or supplements thereto will not be assignable by the selected firm either voluntarily or by operation of law, without the written approval of the City, and may not become an asset in any bankruptcy, receivership or guardianship proceedings.

INQUIRY

All inquiries regarding this RFP should be directed to the following:

Lisa Linnet
City Clerk
530.824-7033
rfp@corning.org

ATTACHMENT A: 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:

AFFIRMATIVE ACTION:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the United States Department of Housing and Urban Development (HUD) and subject to 24 CFR 85.36(e). CITY hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged, minority and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award. Minority and women-owned and operated businesses encouraged to apply.

SECTION 3:

The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the HUD, Community Development Block Grant Program, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and moderate income persons residing within the project area and that the contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Regulations for implementing the Section 3 clause are contained in 24 CFR 135, as amended, and as specified in the project specifications.

NON-DISCRIMINATION CLAUSE:

During the performance of this Agreement, Contractor and its subcontractors 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. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and

subcontractors 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 Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

EQUAL OPPORTUNITY:

During the performance of this Contract, the Contractor agrees as follows:

The Contractor will comply with Executive Order 11246 of September 24, 1965 entitled Equal Employment Opportunity as amended by Executive Order 11375 of October 1967 as supplemented in Department of Labor regulations (41 CFR chapter 60).

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.

The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No.

11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.

The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor shall file, and shall cause each of his subcontractors to file, Compliance Reports with the contracting agency or the Secretary of Labor as may be directed. Compliance Reports shall be filed within such times and shall contain such information as to the practices, policies, programs, and employment policies, programs, and employment statistics of the contractor and each subcontractor, and shall be in such form, as the Secretary of Labor may prescribe.

Bidders or prospective contractors or subcontractors may be required to state whether

they have participated in any previous contract subject to the provisions of this Order, or any preceding similar Executive order, and in that event to submit, on behalf of themselves and their proposed subcontractors, Compliance Reports prior to or as an initial part of their bid or negotiation of a contract.

Whenever the Contractor or subcontractor has a collective bargaining agreement or other Contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the Compliance Report shall include such information as to such labor union's or agency's practices and policies affecting compliance as the Secretary of Labor may prescribe: Provided, That to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify to the Secretary of Labor as part of its Compliance Report and shall set forth what efforts he has made to obtain such information.

The Secretary of Labor may direct that any bidder or prospective contractor or subcontractor shall submit, as part of his Compliance Report, a statement in writing, signed by an authorized officer or agent on behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training, with which the bidder or prospective contractor deals, with supporting information, to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment, employment, and the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions of the order. In the event that the union or the agency shall refuse to execute such a statement, the Compliance Report shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the Secretary of Labor may require.

The Contractor will cause the foregoing provisions to be inserted in all subcontracts for work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

CONFLICT OF INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF CONTRACTORS, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS:

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 agreement 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 purposes of this Section.

INSURANCE:

Maintenance, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm, or corporation, who may be injured or damaged by the contractor, or any subcontractor in performing the grant activity(ies) or any part of it.

DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISE FEDERAL REGULATORY REQUIREMENTS UNDER 24 CFR 85.36(e):

The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874):

Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

COMPLIANCE WITH ALL FEDERAL LABOR STANDARD PROVISIONS:

Contractor shall comply with all provisions contained in the form HUD-4010, Federal Labor Standards Provisions.

COMPLIANCE WITH SECTIONS 103 AND 107 OF THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 327-330):

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). Requires the contracting officer to insert the clauses set forth in 29 CFR part 5, Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

REQUIREMENTS AND REGULATIONS PERTAINING TO DATA AND DESIGN:

All data and design and engineering work created under this Agreement shall be owned by the City and shall not be subject to copyright protection. The rights to any invention which is developed in the course of this Agreement shall be the property of the City.

REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING:

The City, State CDBG, HUD and the Comptroller General of the United States or any of their duly authorized representatives shall be granted access to any books, documents, papers and records of Contractor which are directly pertinent the contract.

COMPLIANCE WITH CLEAN AIR ACT AND CLEAN WATER ACT:

Contractor shall comply with all applicable standards, orders and requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)).

Contractor shall comply with all applicable standards, orders and requirements issued under Section 508 of the Clean Air Act (33 U.S.C. 1368).

Contractor shall comply with Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT (Pub. L. 94-163, 89 Stat. 871):

The Contractor shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

D/MBE/WBE IMPLEMENTATION GUIDELINES:

The following information, as applicable, shall be retained by Contractor and produced upon request by General Services if determined by General Services to be necessary to establish the bidder's "good faith efforts" to meet the Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) requirements.

The names and dates of advertisement of each newspaper, trade paper, and minority-focus paper in which a request for D/M/WBE participation for this project was placed by the bidder.

The names and dates of notices of all certified D/M/WBEs solicited by direct mail for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the D/M/WBEs were interested.

The items of work for which the bidder requested sub-bids or materials to be supplied by D/M/WBEs, the information furnished interested D/M/WBEs in the way of plans, specifications and requirements for the work, and any breakdown of items of work into economically feasible units to facilitate D/M/WBE participation. Where there are D/M/WBEs available for doing portions of the work normally performed by the bidder with his own forces, the bidder will be expected to make portions of such work available for D/M/WBEs to bid on.

The names of D/M/WBEs who submitted bids for any of the work indicated in (3) above, which were not accepted, a summary of the bidder's discussions and/or negotiations with them, the name of the subcontractor or supplier that was selected for that portion of work, and the reasons for the bidder's choice. If the reason for rejecting the D/M/WBE bid was price, give the price bid by the rejected D/M/WBE and the price bid by the selected subcontractor or supplier.

Assistance that the bidder has extended to D/M/WBEs identified in (4) above to remedy the deficiency in their sub-bids.

To find a D/M/WBE certified firm, you may call (916) 445-3520, go on-line to: <http://www.dot.ca.eov/hq/bep>, or via mail at: D/M/WBE Listing for City, CalTrans - Publications Distribution Unit, 1900 Royal Oaks, Sacramento, CA 95815-3800.

AUDIT, RETENTION AND INSPECTION OF RECORDS:

The Contractor agrees that the (City/City), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee will have the right to review, obtain, and copy all records pertaining to performance of this Agreement. The Contractor agrees to provide any relevant information requested and shall permit the (City/City), the Department of Housing and Community Development, the Federal Department of Housing and Urban Development (HUD), or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with California Public Contract Code (PCC) Section 10115 et seq., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq.

The Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement, and that on or before the end of the five (5) year audit/retention period, the Consultant shall release and deliver to the (City/City) all original records and related documentation.

**ATTACHMENT B
CITY OF CORNING
DUPLICATION OF BENEFITS POLICY AND PROCESS**

City of Corning Duplication of Benefits Policy

The City of Corning COVID-19 Subsistence Payment Relief Program is funded through CDBG-CV funds allocated under the 2020 CARES Act and governed by the Federal Register Notice FR-6218-N-01-CDBG-CV, dated August 7, 2020.

All CDBG-CV grantees are required to complete a duplication of benefits analysis for assisted activities to demonstrate that no financial assistance has been received or is available to pay costs charged to a CDBG-CV grant. To comply with this requirement, the City of Corning, and its subrecipient(s) will demonstrate that no other funds are available for an activity by maintaining records of compliance with mandatory duplication of benefits requirements described in the Federal Register Notice of August 7, 2020.

A CDBG-CV grantee is required to develop and maintain adequate procedures to prevent a duplication of benefits that address (individually or collectively) each activity or program. A grantee's policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably by evaluating need and the resources available to meet that need. It is the intent of this document to present the City of Corning's policy to uphold, enforce and document conformance with the duplication of benefit requirements which cover use of its CDBG-CV funds.

City of Corning Duplication of Benefits Process

All applications to the City's COVID-19 Subsistence Payment Relief Program are required to complete a Duplication of Benefits Affidavit as part of the application process. This affidavit acknowledges the City's requirement that any person or entity receiving CDBG-CV assistance must agree to repay assistance that is determined to be duplicative.

To meet HUD's requirements, the City has developed a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonably in evaluating need and the resources available to meet that need.¹

This assessment process is as follows:

¹ The City anticipates additional guidance in this regard will be forthcoming from HUD and will review its process to ensure compliance at that time.

1. Upon receipt of the completed application packet, the *Grant Program Administrator* reviews the Duplication of Benefits Affidavit to determine if the applicant has reported receiving any potentially duplicative assistance.
2. If so, the Grant Program Administrator may request additional information from the applicant, including:
 - a. Dates funds were received
 - b. Specific uses of funds received, including receipts and dates as appropriate.
3. Based on a review of this information, the Grant Program Administrator may:
 - a. Determine that there is no duplication and proceed with consideration of the application for the full amount requested.
 - b. Determine that there is a partial duplication and proceed with consideration of the application for an amount that reduces the request by the DOB amount
 - i. Amount Requested – Amount of DOB = Eligible Amount
 - c. Determine that there is a complete duplication and deny the application
4. In the event that an application moves forward and is approved, in whole or in part, the applicant will be required to sign a Subrogation Agreement to address concerns around the potential for future duplication (for example a PPP application was made, and was not denied but the applicant has not heard back).
5. In the event that an application is approved in part, the *Grant Program Administrator* will also include in the funding documents specific information around what the funds may be spent on so as to avoid duplication of benefits.
6. The *Grant Program Administrator* will require all successful applicants to provide documentation as to how funds are actually expended, and will review this documentation to ensure no duplication has taken place.

All application documents, including the Affidavit and Subrogation Agreement, shall be retained in compliance with HUD's record retention requirements.

ATTACHMENT C
CDBG CV2 AND 3 PROGRAM ACTIVITY DESCRIPTION

The City of Corning COVID-19 Subsistence Payment Relief Program will aid the targeted population in financial recovery as a result of the COVID-19 pandemic by providing approximately 230 individuals with on average \$600 of utility payment assistance relief. The program will aid in the response of the pandemic by preventing homelessness allowing residents to safely reside in their homes.

Low and moderate income (LMI) persons and households defined as eighty percent of the HUD adjusted median family income (HAMFI), adjusted by household size that were financially impacted by the COVID-19 pandemic will benefit from the the City of Corning COVID-19 Subsistence Payment Relief Program (Program). The program will prevent the shut-off of service.

The City of Corning COVID-19 Subsistence Payment Relief Program will provide up to three months of water, sewer, garbage/recycling, electrical/gas, and internet payment assistance for qualifying LMI persons living within the Corning city limits who have been financially impacted by the COVID-19 pandemic.

The third-party grant program administrator will be responsible for implementing the City of Corning COVID-19 Subsistence Payment Relief Program following all CDBG CV2 and 3 requirements. The Grant Administrator will develop an application for applicants to submit to establish eligibility, need, and compliance with all CDBG CV2 and 3 requirements. Applications received will be reviewed by the Grant Program Administrator. Approved applicants outstanding balances will be directly paid to the utility (i.e. City of Corning for water, sewer, and garbage, Pacific Gas and Electric, internet service providers on behalf of the applicant.

The City of Corning COVID-19 Subsistence Payment Relief Program will be completed within twenty-four months of signage of the standard agreement. The program will be complete by August 1, 2023.

CDBG CV2 and 3 Timeline

Task 1: Standard Agreement with HCD

Deliverable: Signed Standard Agreement

Date of Completion: August 1, 2021

Task 2: Issue Request for Proposals for Grant Administrator and Program Administrator

Deliverable: Request for Proposal

Date of Completion: September 1, 2021

Task 3: Receive Requests for Proposals for Grant and Program Administrator

Deliverable: RFP's from multiple proposers

Date of Completion: October 1, 2021

Task 4: Review Requests for Proposals for Grant and Program Administrator

Deliverable: Grant Administrator selected

Date of Completion: October 1, 2021

Task 5: Draft Staff Item for City Council Approval of Grant Administrator

Deliverable: Staff Item

Date of Completion: October 5, 2021

Task 6: City Council consideration of Grant and Program Administrator Contract for Professional Services

Deliverable: Signed Agreement with Grant Administrator

Date of Completion: October 5, 2021

Task 7: Program Administrator Draft Application Guidelines

Deliverable: Draft Application Guidelines

Date of Completion: November 15, 2021

Task 8: Program Administrator Draft Application utilizing the HCD template and makes modifications where needed

Deliverable: Draft Application

Date of Completion: December 15, 2021

Task 9: Grant and Program Administrator analysis of Application and Application Guidelines to ensure equity in access to service, quality of service provision and desired outcomes in programs for protected classes that have been historically marginalized and disproportionately impacted by poverty, homelessness, and COVID-19

Deliverable: Draft Final Application and Guidelines

Date of Completion: December 31, 2021

Task 10: Grant Administrator Review Draft Application Guidelines for compliance with CV-2 and

CV3 requirements

Deliverable: Final Application Guidelines

Date of Completion: January 7, 2022

Task 11: Grant Administrator Review Draft Application for compliance with CV-2 and CV3 requirements

Deliverable: Final Application

Date of Completion: January 7, 2022

Task 12: Translate Application and Application Guidelines into Spanish

Deliverable: Translated Final Application and Application Guidelines

Date of Completion: January 14, 2022

Task 13: Develop website for application to be submitted online that can be accessed via a mobile phone. Applications will also be available to be submitted by hard copy to the City

Deliverable: Website

Date of Completion: February 15, 2022

Task 14: Program Administrator develops Marketing Plan that identifies how the program will be marketed and made accessible to race and ethnic minorities, persons with limited English proficiency, persons with a disability, seniors, large families, single parent households, and any other groups that may have accessibility or availability challenges. Marketing plans should clearly state how the jurisdiction will prevent discrimination in the implementation of the program.

Deliverable: Marketing Plan

Date of Completion: January 7, 2022

Task 15: Implementation of Marketing Plan

Deliverable: Advertisements and outreach

Date of Completion: January 10, 2022

Task 16: Open Application Period

Deliverable: Applications being accessed

Date of Completion: January 14, 2022

Task 17: Operate 6 days of bilingual technical assistance available to assist residents in completing application at the local Library using library computers and internet access. At least 2 days will be offered in the evening and 2 days on the weekend.

Deliverable: Sign in sheets of those that utilized technical assistance available at Library

Date of Completion: February 13, 2022- October 1, 2022

Task 18: Close Application Period

Deliverable: All applications received

Date of Completion: November 1, 2022

Task 19: Review of applications to meet minimum guidelines

Deliverable: All eligible applications in hand

Date of Completion: November 1, 2022

Task 20: Complete lottery of all applications that meet minimum guidelines, if more applications are received than funding allows

Deliverable: All awarded applicants

Date of Completion: Dec 8, 2022

Task 21: Program Administrator to receive background documentation from applicants, where required to support initial application

Deliverable: Full Applications with all supporting documentation in hand

Date of Completion: January 8, 2023

Task 22: Program Administrator provides final grant award information to City to make payments directly to utility providers on behalf of the applicant

Deliverable: Final Grant Award information provided to City

Date of Completion: March 1, 2023

Task 23: City Finance Department makes payment directly to utility providers on behalf of the applicant

Deliverable: City issues payments to utility providers

Date of Completion: May 1, 2023

Task 24: Grant Administrator Completes all required reporting to close out CDBG CV2 and 3 and requests final reimbursement

Deliverable: Final Report and Final Payment Request

Date of Completion: August 1, 2023

**ITEM NO.: J-11
REQUEST CITY COUNCIL DIRECTION
ON EXTENSION OF POOL SEASON TO
AUGUST 29, 2021**

July 27, 2021

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT

SUMMARY:

The City in past years' received requests to extend the pool season, which typically closes the last weekend before school starts. This year that would be August 15, 2021. Lifeguards are available to work the schedule below through August 28, 2021 should the Council desire to extend the season.

- Lap Swim M-F 6:30-7:30 AM
- Water Aerobics T/Th 5:00-6:00 PM
- Night Swim T/Th 6:30-9:30 PM
- Day Swim Saturday 10:00 AM - 5:00 PM
- Private Pool Parties Sundays

Beyond August 29th staffing the pool would be difficult.

Should the Council approve an extension of the pool season, a decision will also need to be made on whether to charge additional fees to those with season passes and for lap swimmers. The per week charge for lap swimming is \$5.50. The per week cost for individual and family season passes is \$5 and \$7.50, respectively. Should the Council decide to charge additional fees for season pass holders, pool staff will likely yield many complaints. Staff suggest charging no additional fees for season pass holders this summer, but direct staff to review fees for next summer understanding the extended pool season. The City has not increased pool fees since 2016.

At this time, it is not known whether the Corning Manta Rays swim team would like to utilize the pool during the extended season. If this is the case, City staff will bring back a proposal for the Council to consider.

FINANCIAL:

The cost to operate the pool for an additional two-week period is roughly \$4,000 for labor and \$3,892 for operations (total cost of \$13,628/7weeks of pool season thus far). The City is experiencing an increase in chlorine consumption this year. Daily operation costs this pool season (excluding labor) averages \$324. Daily lifeguard costs depend on the number of lifeguards on duty based on the type of activities (open swim, lap swim, water aerobics, etc.).

Should the Council approve this additional expenditure a mid-year budget adjustment will be requested.

RECOMMENDATION:


MAYOR AND CITY COUNCIL:

- 1. AUTHORIZE THE CITY POOL TO REMAIN OPEN THROUGH AUGUST 29, 2021
FOLLOWING THE AFOREMENTIONED SCHEDULE; AND**
- 2. DIRECT STAFF ON FEES DURING THE EXTENDED POOL SEASON.**

**ITEM NO.: J-12
AWARD THE PROFESSIONAL
ENGINEERING & ENVIRONMENTAL
SERVICES FOR THE OLIVE VIEW
ELEMENTARY SCHOOL PROJECT
TO R.E.Y. ENGINEERS, INC. IN
THE AMOUNT OF \$175,000.00 AND
AUTHORIZE CITY MANAGER TO
SIGN THE CONTRACT**

July 27, 2021

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

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

SUMMARY:

Staff requests Council award the Professional Engineering and Environmental Services for the Olive View Elementary School Active Transportation Program (ATP) Connectivity Project to R.E.Y. Engineers, Inc. in the amount of \$175,000.00.

Only one Statement of Qualifications (SOQ) for the Professional Engineering and Environmental Services was received by the City for this project. Staff reviewed and evaluated the SOQ received from R.E.Y. Engineers, Inc. based on qualifications set forth in the Request for Qualification as advertised by the City. The results from the evaluation determined that R.E.Y. Engineers, Inc. is qualified to provide the requested services and meets the requirements for our funding.

Staff has also reviewed the provided cost proposal in the amount of \$175,000.00 and the support documents, as required by the grant funding source, and finds this amount acceptable and within amount funded by the grant for these services.

BACKGROUND:

On May 11, 2021 Council authorized City Staff to advertise Requests for Qualifications for a Design Consultant for the Olive View School Street Project ATP Grant.

The City of Corning was awarded an ATP grant for the Olive View Elementary School ATP Connectivity Project providing funding in the amount of \$1,118,000 to prepare plans and construct new sidewalks, curbs, gutters and crosswalks to close gaps in the existing sidewalk infrastructure adjacent to the school.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **AWARD THE PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE OLIVE VIEW ELEMENTARY SCHOOL PROJECT TO R.E.Y. ENGINEERS, INC. IN THE AMOUNT OF \$175,000.00; AND**
- **AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT.**

**AGREEMENT FOR PROFESSIONAL SERVICES
Olive View 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:

R.E.Y. Engineers, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Aaron Brusatori, PE

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 June 9, 2021. 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 is a design professional and agrees, subject to the limitations of California Civil Section Code 2782.8, to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability to the extent arising from or connected with the Consultant's services provided under this contract due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may 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 June 9, 2021, attached as Exhibit A, and as further described in the list below:

PHASE 1: PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTATION (PA&ED)
Project Management, Coordination, and Documentation

Public Outreach
Surveying and Base Mapping
Environmental Services
Preliminary Design
PHASE 2: PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)
Project Management, Coordination, and Documentation
60 % Plans Specifications and Estimates
90 % Plans Specifications and Estimates
Final Contract Documents for Bidding
Public Outreach
PHASE 3: RIGHT OF WAY
Utility Coordination and Right of Way Certification

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 July 28, 2021 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 December 31, 2022, 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 \$ 175,000.00.
- 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 0 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.

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 INDEMNITY

Subject to the limitations of California Civil Section Code 2782.8, 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), to the extent 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:

R.E.Y. Engineers, Inc.
Aaron Brusatori, PE.
905 Sutter Street, Suite 200
Folsom, CA 95630

LOCAL AGENCY:

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

ARTICLE XXXIII CONTRACT

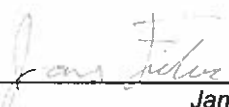
The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this Contract and Exhibits constitutes an integrated agreement with the only terms and conditions between them and that it is made and concluded in duplicate between the two parties. 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  _____
James Fisher
Principal, P.E.
QSD/P

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

PROJECT UNDERSTANDING

RFQ and Grant Application

In the recent past, the City of Corning (City) has delivered three projects funded by Safe Routes to School (SRTS) grants, fulfilling the goals and objectives of the program. The Olive View Elementary School Connectivity Project (Project) is another SRTS project to be funded by the Active Transportation Program (ATP) - Cycle 4. The City intends to contract with a consultant that will conduct and coordinate specified tasks to advance the project to the construction phase.

This Project, as proposed, will construct new sidewalks around the perimeter of Olive View Elementary School, place ADA accessible pedestrian curb ramps at crossing locations, reconfigure crosswalk striping, and designate bike lanes to provide a safe route to school where none currently exists. Funding will be used to complete the necessary environmental reviews and environmental document, prepare project plans, specifications and estimates, and for construction of the project. The expected benefits of the project would be to eliminate the hazards that prevent non-motorized transportation and to encourage students to walk to school in a safe environment.

The City developed a preliminary design and cost estimate in support of an application for ATP Cycle 4 funding. The City was awarded state-only funds by the California Transportation Commission (CTC) for this project and the Olive View Elementary School Connectivity Project. In November of 2019 the City submitted a Funding Allocation Request to proceed with the Project Approval and Environmental Document (PA&ED) phase which was received on June 16, 2020. The City has requested a 9-month extension to allow for completion of the CEQA determination.

The City proposes to improve non-motorized connectivity for the residents of Corning, particularly students of Olive View Elementary School. Connectivity will be improved by installing sidewalks and bike lanes, removing select crosswalks that are not conducive to the flow of pedestrian movements, improving ADA curb ramps, and marking new crosswalks.

The sidewalks and curb ramps will be constructed along sections of roadways classified as Collector or Local (Circulation Element, City of Corning 2014 – 2034 General Plan). The proposed sidewalks will utilize both attached and detached conditions to minimize impacts to existing utilities, mature landscaping and to avoid right of way acquisitions.

During the grant application process, the City received letters of support from the City of Corning, Maywood Davinci Middle School, Corning Union Elementary School District, Olive View Elementary School, Corning Union High School District, Rotary Club of Corning, and the City of Corning Police Department.

Adherence to the Timely Use of Funds (TUF) requirements is of the utmost importance when using ATP as a funding source. State-only funded ATPs require approval from the CTC prior to the allocation of funding for each phase of the project. This process requires that the Funding Allocation Request form be submitted by the deadline which appears on the CTC preparation schedule, which is generally eight weeks in advance of the scheduled CTC meeting. The design team must work diligently and respect the deadlines to keep the project on schedule. We understand that our submittals must be in order to avoid delays.

Right of way acquisitions are not anticipated with this project and should they be deemed necessary; they will be performed by contract amendment.

Concurrent with the RFQ process, the City will prepare A-Plans and distribute them to the Corning Irrigation District, Pacific Gas & Electric, Comcast, and AT&T. These maps will be provided to the consultant for review and integration into the design.

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

Preliminary Research and Field Observations

In preparation of our proposal, we have performed preliminary right of way research and we performed a site walk on May 19, 2021. During our site walk we observed conditions unique to the project which will be important to our proposed services and, a meeting was conducted with our environmental lead, Scott Friend of ECORP, to understand environmental conditions and to collaborate on delivery approach.

In 1882 the Pacific Improvement Company, a subsidiary of the Central Pacific Railroad, laid out a town named in honor of John Corning, the general manager of the railroad. Similar to most other 1880's and 1890's towns it was laid out based on orthogonal Blocks and Lots. Over the years, as roadways, buildings and fences were built, there was little doubt as to where the public right of way was. Today's roadway improvements and fences are very reliable material evidence of the existing public right of way, and are frequently depended upon for boundary surveys, as boundary controlling survey monumentation is generally very scarce.

To determine the potential project impacts to existing utilities and mature vegetation, measurements were made during our site visit using a measuring tape. We measured from utilities and vegetation to the observed lines of occupation, such as fence lines or curbs and then we compared this information with our preliminary right of way research. Based on the apparent right of way, it appears that the proposed improvements can be constructed within the City's existing right of way, major utility relocation can be avoided, and a limited number of impacts to mature vegetation can be achieved. Our observations also indicate that the proposed improvements can be built with only minor adjustments of existing utilities to grade. However, we cannot definitively make this conclusion until we verify the right of way and boundary lines with a field survey.



If we cannot avoid utilities by using creative design and if our survey efforts confirm that the project improvements are within the existing right of way, the utility owners will likely be required to pay for any necessary adjustments or relocation costs. This may result in a budget savings for the right of way phase and these savings could be redistributed to another phase. With ATP funds, up to 20% of a phase value can be transferred to another phase by completion and processing of an Exhibit 22-G Request for Funding Distribution Change.

In the past few years, we have completed 8 projects adjacent to and around schools. We understand that special attention needs to be made during the design so that construction impacts when schools are open is minimized. The academic school year for the Corning Union Elementary School District starts in mid-August and ends in early June. The engineering design will be prepared and completed so that bidding can be timed so that the project can be constructed outside of the academic school year, to the maximum extent practical.

Exhibit 1 shows unique conditions which will be addressed by the project design team. As much as possible, we will utilize attached, detached and transition sections of sidewalk to minimize impacts to existing utilities and mature vegetation. We look forward to presenting and discussing our solutions with the City.

The approximate quantities for the proposed scope of improvements includes:

- Proposed Concrete Sidewalk (2300 LF)
- Proposed Curb and Gutter (700 LF)
- ADA Ramp Betterments (4 EA)
- Proposed Crosswalk Striping – New Location (2 EA)
- Remove Existing Crosswalk Pavement Markings (2 EA)

Project Management, Coordination and Documentation: Our team is led by Project Manager Aaron Brusatori, PE and includes subconsultant ECORP Consulting, Bender Rosenthal Inc. and Sierra Geotech. Our team members have a proven history, working together to successfully deliver projects for public agencies.

The City will provide overall project management, including coordination with the Caltrans District 2 District Local Assistance Engineer (DLAE) to submit the Funding Allocation Request. R.E.Y. will be responsible for scheduling, meetings, preparation and distribution of minutes, tracking of action items for the City and consultant team, and preparing all submissions for the City to the CTC through coordination with the Caltrans DLAE.

The R.E.Y. team is familiar with Local Assistance procedures for projects with federal, federal and state, and state-only funding sources and is available to support the City as needed to ensure the project maintains schedule.

This project will require close coordination to ensure our team understands and implements the City's goals in addition to the goals of the ATP. Prior to the kickoff meeting, we will coordinate with the City to ensure all appropriate departments are invited. At the meeting, we will discuss roles and responsibilities, team communication, project background, goals and objectives, and any potential risks and risk mitigation measures. During project development, we will keep the project goals and priorities in mind and stay in close communication with the City to fulfill expectations.

We understand the importance of staying within the available budget and if conditions are observed or found which may adversely impact the budget, they will be immediately communicated with the City. We have thoroughly reviewed the RFQ, grant application and performed a site visit so that we have a good understanding of the project scope. Our design budget was developed looking at the specifics of this project and reflects our understanding of this project.

Throughout the design process we will develop and refine our engineers' estimates. Our goal is for our engineers' estimates to decline as the design process progresses and there are less unknowns. Should the estimated construction costs exceed the project funding, we will notify the City and present options to bring the project within budget.

Public Outreach: We recommend a certain level of public outreach to keep the public informed and avoid any surprises during field work and construction. Construction of the proposed sidewalks has the potential to impact mature trees and other developed landscaping. It is suggested that we make direct contact with land owners to convey project details and inform them of the disturbance within the right of way adjacent to their property. For this project, we will prepare letters to all neighboring land owners, residents and businesses, to convey project details, in English and Spanish. The letters will include phone numbers and email addresses to encourage communications. As this project has already received some public outreach with the ATP grant application and the work should have minimal impacts to adjacent landowners, our outreach letters will be sent ahead of adoption of the CEQA document and again prior to construction. If the response to letters suggests further outreach efforts are necessary, we will work with the City and prepare a more intensive effort.



Surveying and Base Mapping: Our approach to developing existing rights of way is enhanced by introducing Mobile LiDAR technology to capture all elements of the existing built environment. Where monumentation is deficient, we will utilize the 3D point cloud to develop accurate lines of occupation and best fit record right of way widths to what we determine to be the most reliable features. After laying out the streets, we will check the resulting Block dimensions against record information to ensure our judgment of the existing right of way is correct. In most cases, we have found the developed Block dimensions differ from record by $\pm 0.1'$ to $0.2'$.

Using Mobile LiDAR to collect the existing built environment, allows us to acquire a large amount of data, in a very short period of time. In doing this, we capture data well beyond the immediate project area, giving us the opportunity to develop existing rights of way on adjacent streets, validating the right of way developed for the project.

The topographic conditions will also be documented utilizing LiDAR methods. The 3D point cloud can be used for further analysis of the existing conditions where necessary to refine our design.

During the site visit that we performed on May 19, 2021 we observed several locations where the existing sidewalk and adjacent roadway will present challenges to standard curb ramp designs due to large differences in elevations. When custom ramps are required, our team will utilize the LiDAR data to establish reliable conform locations and to limit defined demolition.

Right of Way: Although acquiring new rights of way for the sidewalks and curb ramp improvements are not anticipated, our team is setup to accommodate right of way acquisition. Should our team determine that right of way acquisition is required, we will work with the City to develop a clear, well defined scope of services in addition to those included with this proposal. Our team includes Bender Rosenthal Inc. who is trusted and experienced with right of way acquisitions, and ready to address any project acquisition needs that may arise.

Environmental Documentation: Based on the Project information provided in the RFQ, our knowledge of the local area and experience with previous projects of this type, ECORP has assumed that the appropriate CEQA documentation will be a CE. We do not anticipate a need for technical studies.

The project will be subject to the requirements of the California Environmental Quality Act (CEQA). It is our opinion, that the project is eligible for a Class 1 Categorical Exemption based on the requirements established in Section 15301(c) and 1530(d).

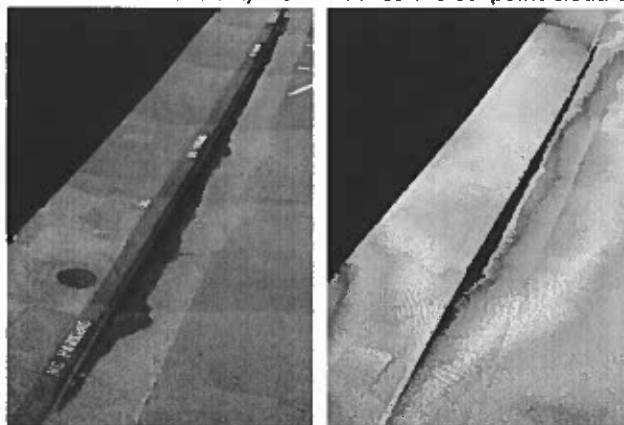
15301. EXISTING FACILITIES: Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion.

(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);

15303. NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES: Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

Utility Coordination: Our team has thoroughly reviewed the project site and observed the visible surface utilities which may impact the design including manholes, valve covers, utility boxes and utility poles. We will review the utility systems maps, procured by the City via A-letter which was distributed concurrent with the RFQ, from the Corning Irrigation District, Pacific Gas and Electric, Comcast and AT&T. These maps will be integrated into our topographic survey and base mapping so that we can identify utility conflicts.



R.E.Y.'s use of LiDAR quickly detects and identifies areas of potential ponding by analyzing colored contours, even without the presence of ponding water.



We will use creative design solutions to avoid utilities as much as possible. Based on our understanding of the proposed improvements, we believe that utility relocations will be limited to minor adjustments to grade for utility boxes, vaults, etc. that may need to be adjusted to facilitate construction of the new curb, gutter, and sidewalk.

Using field survey data and the provided utility maps, we will prepare preliminary design drawings to identify conflicting utilities and serve as the "B-Plans".

Our team is prepared to assist the City through the utility process and any necessary utility relocations. We will follow the Local Assistance procedures and use the LAPM forms related to utility coordination and relocation.

ADA Compliance: ADA compliance must be achieved with the proposed improvements. Title II of the Americans with Disabilities Act (ADA) requires that state and local governments ensure that persons with disabilities have access to the pedestrian routes in the public right of way. This project will design the improvements to achieve ADA compliance by correcting deficiencies throughout the work area. We will utilize the provisions of the ADA to the benefit of the project. This may be realized by reducing the width of a sidewalk to 32" for a length of sidewalk, less than 24". ADA compliant sidewalks and curb ramps will be designed using standard details. When necessary, due to non-standard conditions, such as excessive elevation differences between the existing sidewalk and the street, custom ramps will be designed. The detailed data collection from our mobile LiDAR topographic survey will facilitate design solutions which will limit demolition and avoid conflicts.



Fig Street at Olive View Elementary School entrance: Utilize ADA path of travel exception to reduce sidewalk clear width to avoid relocation of existing Fire hydrant.

Drainage: With the improvement of curb ramps and the addition of curb, gutter, and sidewalk, drainage will need to be addressed. Where possible, drainage will be conveyed within the new or modified gutters to existing inlets or swales. For more challenging conditions, under sidewalk drains, or extension of storm drain laterals may be proposed.

Plans Specifications and Estimates: Plans and specifications will be designed consistent with current Caltrans Standard Plans and Specifications. Plan sheets will clearly show the proposed work, bid items will be identified with callouts, and quantities will be reported in tables on the plan sheets. The quantities tables will report the location of each bid item, by station, offset, start and end with intermediate quantities as necessary and totals which will be carried through to the engineers estimate and bid schedule. Only bid items which vary from the standard specifications will need to be addressed with special provisions. Closely following the Caltrans Standard Plans and Specifications will result in a project which is easier to plan check and to construct.

Pedestrian Traffic and Construction Sequencing: The project will be designed to minimize construction related impacts to pedestrians and other non-motorized users. This project can be constructed with limited closures of existing sidewalks. A project goal will be minimizing construction impacts during the academic school year, mid-August through June. R.E.Y. has successfully achieved this goal on numerous other projects that were adjacent to school facilities. If work should take place while school is in session or if the school hosts summer programs, the construction documents will clarify allowable dates and times of day for construction activities so that school traffic conflicts can be minimized.

Funding Allocation Request to Proceed with Construction: R.E.Y. will assist the City with preparing the Funding Allocation Request form for Construction. The CTC sends a notification after the meeting stating that the allocation has been approved, but this is just a formality and the City can move forward with the construction phase immediately after the approval at the CTC meeting.

SCOPE OF SERVICES

Assumptions:

- Utility Relocations will include adjustments to grade
- Right of Way acquisitions will not be necessary
- Environmental technical studies are not required
- Hazardous materials testing will not be required
- All utility coordination efforts will be limited to coordination with the following utility owners: City of Corning, Corning Irrigation District, Pacific Gas & Electric, Comcast and AT&T.
- A Right of Way Certification per Chapter 13 of the LAPM will be completed and submitted to the City in draft form, but approval from Caltrans is not necessary per the funding requirements and therefore right of way coordination with Caltrans is not included with this scope of work. This form will be prepared to provide the city the 'backup' they need to certify the Right of Way.
- Pedestrian and traffic counts are not included within this scope of work. This work can be performed for an additional fee which is negotiated at a later date.



PHASE 1 PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA&ED)

The PA&ED phase of the project will begin with the NTP and end with completion of the Preliminary Design. This phase will include surveying and base mapping, adoption of the Environmental Document and completion of the preliminary design (60%).

Task 1 – Project Management, Coordination, and Documentation

Task 1.01 – Team Management and Coordination: The R.E.Y. team's Project Manager (PM), Aaron Brusatori, will provide management and coordinate between the design team and the City. We prepare and maintain a project schedule as well as tracking progress of scope items versus budget expended. Our team will also create and maintain an Action Item Log including action item description, responsible decision-maker, and the date the decision was made or action item resolved. The schedule and log will be provided to the City on a regular basis.

Task 1.02 – Kickoff Meeting: At project initiation, the PDT will conduct a kickoff meeting with participation of Project Manager (PM) Aaron Brusatori, Environmental Lead Scott Friend, and representatives from the City. In this meeting we will clarify City goals and objectives, confirm lines of communications and review schedule.

Task 1.03 – PDT Meetings: R.E.Y.'s PM, Aaron Brusatori, and appropriate staff will meet with the City's PM and other project stakeholders, as necessary, to coordinate managing and delivering this project. For the PA&ED phase, up to two (2) PDT meetings, in addition to the kickoff meeting, is assumed to be conducted, one at the City offices and one by virtual meeting. Additional meetings may be scheduled via telephone to keep the City informed of the status of the project work and to obtain timely decisions from the City. Up to two (2) telephone or conference calls per month with City staff are assumed for this scope of services.

Formal in-person meetings will include a sign-in sheet and meeting agenda which will be circulated prior to the meeting. Meeting minutes, including action items, will be prepared and circulated to the team after the meeting is conducted.

Task 1.04 – Project Schedule: R.E.Y.'s PM, Aaron Brusatori, will develop, maintain, and monitor a project schedule through the design process. At the kickoff meeting, we will work with City staff and determine the desired frequency for project updates, and schedule updates. R.E.Y. will provide project and schedule updates at those agreed upon intervals, no less than once per month.

Task 1.05 – Funding Distribution Change: R.E.Y. will prepare an Exhibit 22-G Request for Funding Distribution Change to move appropriate budget from Right of Way into the Construction phase, if additional budget is identified in either the PS&E and ROW phases prior to allocation.

Task 1.06 – Allocation Requests: R.E.Y. will prepare allocation requests for PS&E and ROW for approval by the CTC.

Deliverables -Task 1:

Monthly invoices (.pdf format)

Meeting agendas and minutes (.pdf format)

Project schedule and monthly schedule updates (.pdf format)

Exhibit 22-G Request for Funding Distribution Change (if budget is available for redistribution)

PS&E Funding Allocation Request

ROW Funding Allocation Request (if necessary)

Task 2 – Public Outreach

Task 2.01 – Public Outreach Letters: We will prepare letters to convey project details, in English and Spanish, to stakeholders, land owners, and residents adjacent to the project. The letters will inform the residents of the impacts of the proposed work, an exhibit will be included to clarify when mature vegetation will be removed. The letters will include phone numbers and email addresses of the project team to encourage communications. As this project has already received some public outreach with the ATP grant application, and the work should have minimal impacts to adjacent landowners, our outreach letters will be sent ahead of adoption of the CEQA document and prior to construction. If the response to letters suggests further outreach efforts are necessary, we will work with the City and prepare a more intensive effort.

Deliverables -Task 2:

Landowner letters in MSWord and .doc format

Task 3 – Surveying and Base Mapping

Task 3.01 – Research: R.E.Y. will research records that provide evidence of the location of the public street right of way along the streets relevant to this project. Research will include review of filed survey maps, recorded deeds, assessor information, and other documentation easily accessible in the public record.

Task 3.02 – Field Surveys: R.E.Y. field crews will establish approximately 20 horizontal and vertical control points for the project. The basis of project control will be discussed with the City prior to the commencement of work to ensure field surveys will fit current and future project needs. Survey control established will be sufficient in number and durability to be used for construction surveying control in the future.



Mobile LiDAR technology will be used for acquiring a high-density, high-accuracy 3D point cloud. Mobile LiDAR data is the ideal solution for ADA and roadway retrofit projects and is extremely useful in identifying where ponding occurs, even when standing water is not present, based on its point density and ability to display those points based on their elevation. Mobile LiDAR offers numerous advantages over conventional ground surveys in that the point cloud extends well beyond the project's immediate area of interest, allowing us to mine the point cloud in the office when we need more information, rather than returning to the field for additional data.

Task 3.03 – Topographic Survey and Base Map: Topographic mapping will be compiled from the georeferenced point cloud to display the relevant planimetric and terrain features at the location of each proposed improvement. Where necessary, surface models will be developed for use by the design team.

Information collected during the research Task will be reviewed and combined with the information collected during the topographic survey process. It is assumed all proposed improvements will fall within existing City rights of way. Depiction of existing rights of way will be based on best-fitting record dimensions to physical improvements and boundary monuments, if present.

Deliverables - Task 3:

Base map including right of way and topography, .pdf electronic format

Task 4 – Environmental Services

Based on the Project information provided and our knowledge of the local area and experience with previous projects of this type, ECORP has assumed that the appropriate CEQA documentation will be a CE and technical studies will not be required. Adoption of the CE will be a 'routine' process.

Task 4.01 – CE: ECORP will coordinate with the City to develop and clarify the project description including a discussion of all improvements to be completed. A CE will be prepared and submitted to the City for adoption. The City will submit the Final CE to the State Clearinghouse and County Clerk, as appropriate.

Deliverables - Task 4:

Final CE (.doc and .pdf format and four hard copies)

Task 5 – Preliminary Design:

Task 5.01 – Preliminary Design: We will progress the preliminary design to a sufficient state to confirm whether permanent or temporary acquisitions will be required to construct the improvements and to take a preliminary look at utility conflicts. The preliminary design will mostly involve horizontal layout of the improvements based on direction from the City while taking into account project conforms.

PHASE 2 PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

This phase will begin upon approval of the funding allocation request by the CTC to move forward with PS&E phase. R.E.Y. will prepare a comment matrix to record the comments from the City on the preliminary design and document their resolution. Should any comments generate a question or require clarification, R.E.Y.'s PM will reach out to the city to develop a solution.

Digital files will be prepared with AutoCAD Civil3D 2019 (or newer) using R.E.Y.'s CAD standards using a Caltrans type format unless otherwise requested by the City.

R.E.Y. prides itself in the thoroughness and quality of our design deliverables. All design deliverables will go through an internal quality control review prior to submitting to the City.

Task 6 – Project Management, Coordination, and Documentation

Task 6.01 – Project Management and Coordination: The R.E.Y. team's PM, Aaron Brusatori, will provide management and coordinate between the design team and the City. We prepare and maintain a project schedule as well as tracking progress of scope items versus budget expended. Our team will also create and maintain an Action Item Log including action item description, responsible decision-maker, and the date the decision was made or action item resolved. The schedule and log will be provided to the City on a regular basis or upon request.

Task 6.02 – PDT Meetings: R.E.Y.'s PM, Aaron Brusatori, and appropriate staff will meet with the City's PM and other project stakeholders, as necessary, to coordinate managing and delivering this project. For the purposes of this scope, up to four (4) PDT meetings are assumed to be conducted at the City offices or by virtual meeting. Additional team meetings will be scheduled via telephone to keep the City informed of the status of the project work and to obtain timely decisions from the City. Up to two (2) telephone or conference calls per month with City staff are assumed for this scope of services.

Formal in-person meetings will include a sign-in sheet and meeting agenda which will be circulated prior to the meeting. Meeting minutes, including action items, will be prepared and circulated to the team after the meeting is conducted.

Task 6.03 – Project Schedule: R.E.Y.'s PM, Aaron Brusatori, will develop, maintain, and monitor a project schedule through the design process. At the kickoff meeting, we will work with City staff and determine the desired frequency for project updates, and schedule updates. R.E.Y. will provide project and schedule updates at those agreed upon intervals, no less than once per month.

Task 6.04 – Funding Allocation Requests: R.E.Y. will prepare funding allocation requests for CON for approval by the CTC.

Deliverables - Task 6:



Monthly invoices (.pdf format)

Meeting agendas and minutes (.pdf format)

Project schedule and monthly schedule updates (.pdf format)

CON Funding Allocation Request

Task 7 – 60 % Plans Specifications and Estimates

Task 7.01 – Design Management and QC: Throughout the preparation of Plans, Specifications and Estimates, senior staff will monitor the progress of the design team and specification writers by performing regular quality control.

Task 7.02 – 60% Plans: Building upon the preliminary design from the PA&ED phase, we will advance into final design and prepare 60% Plans. During this process, utility conflicts will be analyzed in more detail and design solutions to minimize conflicts will be employed wherever possible.

The 60% Plans are anticipated to include the following sheets:

- Title Sheet with Location Map
- Notes and Legend
- Typical Sections
- Survey Control Plan
- Demolition
- Layout Sheets
- Conceptual Water Pollution Control Plan

We will identify the locations where typical curb ramps can be applied to accommodate 'standard' conditions and locations where custom curb ramps are necessary.

The construction documents will include temporary Best Management Practices (BMP's) in the Conceptual Water Pollution Control Plan (WPCP) to control erosion and ensure stormwater quality standards are met during construction.

Task 7.03 – Supplemental Field Surveys: As the design progresses, it may be necessary to return to the field to locate features that are not visible in the LiDAR point cloud. These features typically consist of drainage and utility features, and their associated depths and sizes.

Task 7.04 – 60% Specifications: For the 60% Specifications, we plan to obtain the City of Corning boilerplate Front End Documents to be used for the 90% Specifications and prepare an outline of the proposed Special Standard Provisions (SSP's) for this project. The outline will include a proposed project description, estimated number of working days, and bid schedule for use in the Front-End Documents.

Task 7.05 – 60% Estimate: The Engineer's Estimate at this stage will include a 15% "design contingency" in addition to a 10% construction contingency (or a construction contingency percentage that the City feels comfortable with). The design contingency will be used to capture any miscellaneous unknown costs that may come to light as the design process progresses. We will also work with the City to determine any additional construction softs that the City would like to account for including, but not limited to, staff time, construction engineering assistance, construction management and inspection, etc. Our goal is to provide as much cost information as possible with our estimate to assist the City with managing the overall cost of the project.

Deliverables - Task 7:

60% Plans (.pdf format and up to four half- and/or full-size hard copies)

60% Specifications Outline (.doc and .pdf formats)

60% Engineer's Estimate (.xls and .pdf formats)

Task 8 – 90 % Plans Specifications and Estimates

Task 8.01 – Design Management and QC: Throughout the preparation of Plans, Specifications and Estimates, senior staff will monitor the progress of the design team and specification writers by performing regular quality control.

Task 8.02 – 90% Plans: The Plans will be updated per the City's comments and a completed comment matrix with R.E.Y.'s response will be returned with the submittal. The 90% Plans will include the sheets reference above as well as additional construction details. Custom curb ramps will be developed with lines and grades.

Task 8.03 – 90% Specifications: The 90% Specifications will include all components of the project specifications. Our submittal will include the most current Caltrans Specifications, Special Standard Provisions (SSP's), Revised Standard Specifications (RSP's), City Specifications, and others which are applicable.

Task 8.04 – 90% Estimates: The Engineer's Estimate will be updated and 10% "design contingency" will be included. Additional soft costs will be estimated by percentage as discussed with the City during the 60% design task.

Deliverables -Task 8:

60% Comment Resolution Matrix (.xls and .pdf formats)

90% Plans (.pdf format and up to four half- and/or full-size hard copies)

90% Specifications (.doc and .pdf formats)

90% Engineer's Estimate (.xls and .pdf formats)

**Task 9 – Final Contract Documents for Bidding**

Task 9.01 – Final Design Management and QC: Throughout the preparation of Plans, Specifications and Estimates, senior staff will monitor the progress of the design team and specification writers by performing regular quality control.

Task 9.02 – Final Design Plans: The Plans will be updated per the City's comments and a completed comment matrix with R.E.Y.'s response will be returned with the submittal.

The Final Design Plans will address all comments received from the 60% through 90% design, and the Plans will be bid ready.

Task 9.03 – Final Design Specifications: The Final specifications will include all components of the project specifications. Our submittal will include the most current Caltrans Specifications, Special Standard Provisions (SSP's), Revised Standard Specifications (RSP's), City Specifications, and others which are applicable.

Task 9.04 – Final Design Estimate: The Engineer's Estimate will be updated to remove the "design contingency". Additional soft costs will be estimated by percentage as discussed with the City during the 90% design task.

Task 10 – Public Outreach

Task 10.01 – Landowner Letters: After the project has been designed, another set of letters will be conveyed to the stakeholders, land owners and residents informing them of the construction of the improvements. These letters will be prepared in English and Spanish. We will convey the anticipated construction schedule as well as impacts to the residents during construction, such as parking closures along the work areas and removal of mature vegetation. These letters will be sent after the 90% design.

Deliverables - Task 10:

Landowner Letters (.doc format)

PHASE 3: RIGHT OF WAY**Task 11 – Utility Coordination and Right of Way Certification**

Task 11.01 – Request Utility Owners' Facility Maps: *This task is being completed by the City concurrent with the RFQ process.*

Task 11.02 – Identify Conflicts: While preparing the preliminary design, careful consideration will be given to avoid the existing utilities. During the 60% design phase, all utility conflicts will be identified and a conflict map prepared for each impacted facility. For this project, only minor adjustments to grade are anticipated. Any non-City-owned facilities requiring adjustment are assumed to be 100% utility owner liability.

Task 11.03 – Inform Utility Owners of Conflicts: As soon as a conflict is identified, R.E.Y. will contact the utility owner and request a conflict resolution plan and liability determination. It has been our experience that Utility Owners want to see 60% design information or better before beginning the utility relocation process.

Task 11.04 – Utility Relocation Documentation: Per the LAPM, certain documents must be completed and obtained from utility owners prior to obtaining right of way clearance and authorization to proceed with construction. We are anticipating that only minor adjustments to grade will be necessary and that only local agency owned facilities and/or utility purveyor owned facilities resulting in less than 100% liability determination on the utility owner will be adjusted by the contractor. As such, we are anticipating completing the following Caltrans forms:

- Exhibit 14-D: Notice to Owner (NTO)
- Exhibit 14-E: Report of Investigation (ROI)
- Exhibit 14-F: Utility Agreement
- Exhibit 14-I: Local Agency/Utility Owner Special Agreement

During the final design process, we will prepare and coordinate approval of these Caltrans LAPM forms. Once the forms are approved by Caltrans, the final NTO will be furnished to the utility owner.

Task 11.05 – Right of Way Clearance Memo: After all of the utility conflicts have been resolved, the R.E.Y. team will prepare and submit a Utility Clearance Memo. This memo will be incorporated into the draft R/W Certification.

Task 11.06 – Right of Way Certification: After all of the utility conflicts have been resolved and Right of Way Clearance Memo prepared, the R.E.Y. team will prepare a draft Right of Way Certification using the LAPM forms. Because this is a State-Only funded project, it's not necessary to have Caltrans approve the Right of Way Certification. The CTC will require a self-certified Right of Way Certification from the City. R.E.Y. will support the City by providing the aforementioned draft Right of Way Certification for use as the City certified document or to transfer information from into the City desired format.

Deliverables - Task 11:

Request Utility Owners' Facility Maps – Completed by the City concurrent with RFQ

Conflict Exhibit(s)/"B-Plans (.pdf format)

Caltrans LAPM Exhibits 14-C, 14-D, 14-E, 14-F and 14-I (.pdf format)

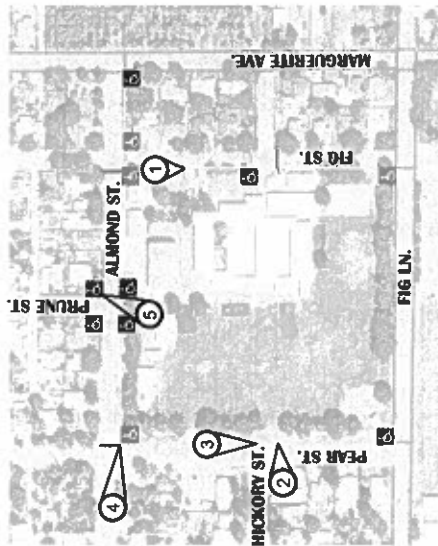
Right of Way Clearance Memo (.doc format)

Right of Way Certification (.doc format)



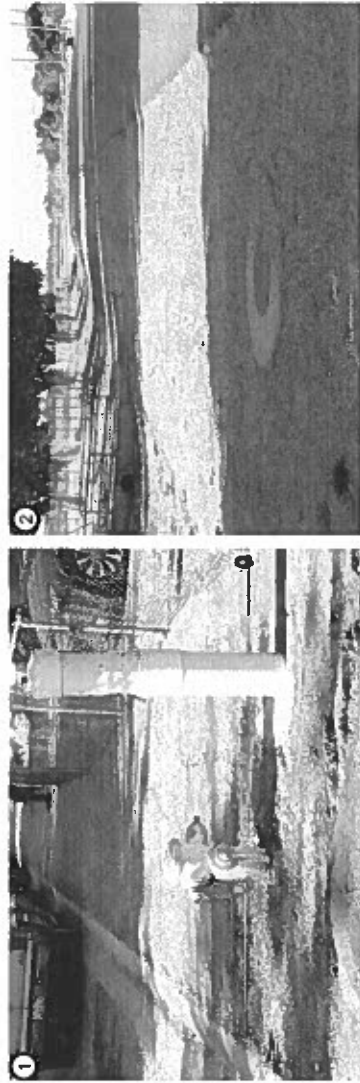
CITY OF CORNING

OLIVE VIEW ELEMENTARY SCHOOL CONNECTIVITY PROJECT EXHIBIT 1



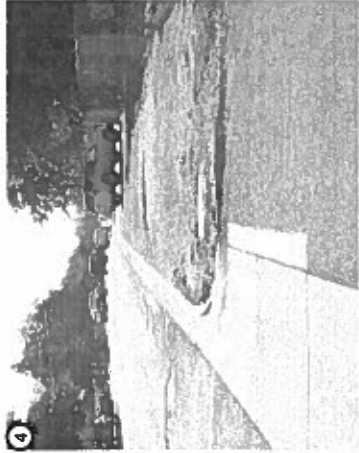
LEGEND

- EXISTING CONCRETE SIDEWALK
- EXISTING CROSSWALKS
- PROPOSED CONCRETE SIDEWALK
- REMOVE EXISTING CROSSWALK MARKERS
- PROPOSED CROSSWALK STRIPING
- PROPOSED ADA RAMP BETTERMENTS
- PROPOSED ADA RAMP



PROTECT IN PLACE (E) HYDRANT. UTILIZE ADA PATH OF TRAVEL EXCEPTION TO REDUCE SIDEWALK WIDTH TO 32' AROUND (E) HYDRANT.

OPPORTUNITY FOR UNDER SIDEWALK DRAIN.

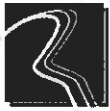


PROTECT IN PLACE SHALLOW STORM DRAIN PIPE.

CLARIFY ACCESS GOALS WITH CITY. ADJUST UTILITY TO GRADE.



TYPICAL ADA RAMP BETTERMENT.



R.E.Y. ENGINEERS, INC.
Engineers | Land Surveyors | LiDAR

EXHIBIT B - COMPENSATION

June 9, 2021

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

COST PROPOSAL - Engineering and Environmental Services for the Olive View Elementary School Connectivity Project

Our Lump Sum cost proposal has been developed to include milestones under each phase of the project. Invoices will be submitted monthly for the percent complete of the milestones shown. 100% of the milestone value will be invoiced with submittal of the milestone.

I. Project Approval and Environmental Document		
	Phase I Total	\$30,000.00
II. Plans, Specifications, and Estimates		
	Phase II Total	\$133,000.00
III. Right of Way		
	Phase III Total	\$12,000.00
Total Contract Value		
		\$175,000.00

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant R.E.Y. Engineers, Inc.Project No. 118-77727-9006 / ATPSBIL-5161(018)

Contract No. _____

Date 6/9/2021

DIRECT LABOR

Classification/Title	Name	Actual Hourly Rate Range	Hours	Actual Hourly Rate	Total
Assistant Engineer/Surveyor	TBD	\$27 - \$45	351.0	\$ 41.00	\$ 14,391.00
Associate Engineer/Surveyor	Veronica Garcia-McGrew	\$36 - \$54	290.0	\$ 50.50	\$ 14,645.00
Senior Engineer/Surveyor	Aaron Brusatori	\$48 - \$77	215.0	\$ 59.75	\$ 12,846.25
Principal Engineer/Surveyor	James Fisher	\$68 - \$91	50.0	\$ 90.55	\$ 4,527.50
Chainman/Rodman	TBD	*Union Scale	14.0	\$ 43.66	\$ 611.24
Certified Party Chief	TBD	*Union Scale	14.0	\$ 51.67	\$ 723.38
LiDAR Technician	TBD	\$35 - \$51	52.0	\$ 43.00	\$ 2,236.00
Associate Engineer/Surveyor	TBD	\$36 - \$54	12.0	\$ 45.00	\$ 540.00
Senior Engineer/Surveyor	TBD	\$48 - \$77	22.0	\$ 77.00	\$ 1,694.00
Principal Engineer/Surveyor	Jospeh Feyder	\$68 - \$91	9.0	\$ 83.90	\$ 755.10
				\$ -	\$ -
				\$ -	\$ -
Total:			1,029.0	\$	52,969.47

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 52,969.47

b) Anticipated Salary Increases (see page 2 for calculations)

\$ 1,986.36

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 54,955.83

INDIRECT COSTS

d) Fringe Benefits

Rate: 53.28%

c) Total fringe benefits [(c) x (d)] \$ 29,280.46

f) Overhead

Rate: 125.26%

g) Overhead [(c) x (f)] \$ 68,837.67

h) General and Administrative

Rate: _____

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 98,118.13

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00% \$ 18,368.87

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ -
Equipment Rental and Supplies	1	LS	\$ 1,200.00	\$ 1,200.00
Permit Fees				\$ -
Plan Sheets	80	Sheets	\$ 4.50	\$ 360.00
Delivery Fee	1	EA	\$ 94.23	\$ 94.23
			3	\$ 1,654.23

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: ECORP

\$ 1,902.94

Subconsultant 2: _____

\$ -

Subconsultant 3: _____

\$ -

Subconsultant 4: _____

\$ -

m) SUBCONSULTANTS' COSTS \$ 1,902.94

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 3,557.17

TOTAL COST [(c) + (j) + (k) + (n)] \$ 175,000.00

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$52,969.47	1,029.0	\$51.48	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$51.48	+	5.0%	=	\$54.05	Year 2 Avg Hourly Rate
Year 2	\$54.05	+	5.0%	=	\$56.75	Year 3 Avg Hourly Rate
Year 3	\$56.75	+	5.0%	=	\$59.59	Year 4 Avg Hourly Rate
Year 4	\$59.59	+	5.0%	=	\$62.57	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.0%	*	1,029.0	=	257.3	Estimated Hours Year 1
Year 2	75.0%	*	1,029.0	=	771.8	Estimated Hours Year 2
Year 3	0.0%	*	1,029.0	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	1,029.0	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	1,029.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1,029.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1 \$	51.48	*	257.3	=	\$13,242.37	Estimated Hours Year 1
Year 2 \$	54.05	*	771.8	=	\$41,713.46	Estimated Hours Year 2
Year 3 \$	56.75	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4 \$	59.59	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	62.57	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$54,955.83	
Direct Labor Subtotal before escalation				=	\$52,969.47	
Estimated total of Direct Labor Salary Increase				=	\$1,986.36	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name: Jim Fisher, PE, QSD/P Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 6/9/2021

Email: jfisher@revengineers.com Phone Number: 916-366-3040

Address: 905 Sutter Street, Suite 200, Folsom, CA 95630

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Project Management, Civil Engineering, Land Surveying

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: ECORP CONSULTING, INC.

Project No. _____

Contract No. _____

Date June 2, 2021Project Name Olive View Elementary School Connectivity Project**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Senior Environmental Planner	Scott Friend		4	\$ 54.55	\$ 218.20
Senior Environmental Planner	Michael Martin		4	\$ 41.62	\$ 166.48
Assistant Environmental Planner	Megan Rupard		4	\$ 20.50	\$ 82.00
Contract Manager	Tonni Clark		2	\$ 48.08	\$ 96.16
			<u>14</u>		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 562.84

b) Anticipated Salary Increases

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 562.84****INDIRECT COSTS**d) Fringe Benefits (Rate: 68.20%)

c) Total Fringe Benefits [(c) x (d)] \$ 383.86

f) Overhead (Rate: 44.57%)

g) Overhead [(c) x (f)] \$ 250.86

h) General and Administrative (Rate: 94.59%)

i) Gen & Admin [(c) x (h)] \$ 532.39

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 1,167.11****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee 10%** **\$ 172.99****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
	0	Each	\$ -	\$ -
	0	Each	\$ -	\$ -
	0	Each	\$ -	\$ -
	0	Each	\$ -	\$ -
		Each	\$ -	\$ -
		Each	\$ -	\$ -

i) **TOTAL OTHER DIRECT COSTS** **\$ -****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ -****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 1,902.94****NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$562.84	14	\$40.20	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$40.20	+	3.0%	=	\$41.41	Year 2 Avg Hourly Rate
Year 2	\$41.41	+	3.0%	=	\$42.65	Year 3 Avg Hourly Rate
Year 3	\$42.65	+	3.0%	=	\$43.93	Year 4 Avg Hourly Rate
Year 4	\$43.93	+	3.0%	=	\$45.25	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	100.0%	* 14	= 14	Estimated Hours Year 1
Year 2	0.0%	* 14	= 0	Estimated Hours Year 2
Year 3	0.0%	* 14	= 0	Estimated Hours Year 3
Year 4	0.0%	* 14	= 0	Estimated Hours Year 4
Year 5	0.0%	* 14	= 0	Estimated Hours Year 5
Total	100.000%	Total	= 14	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)	Estimated hours (Calculated Above)	Cost Per Year	
Year 1	\$40.20	* 14	= \$562.84	Estimated Hours Year 1
Year 2	\$41.41	* 0	= \$0.00	Estimated Hours Year 2
Year 3	\$42.65	* 0	= \$0.00	Estimated Hours Year 3
Year 4	\$43.93	* 0	= \$0.00	Estimated Hours Year 4
Year 5	\$45.25	* 0	= \$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$562.84	
Direct Labor Subtotal before Escalation			= \$562.84	
Estimated total of Direct Labor Salary Increase			= \$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement,
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**: Dave Krolick

Title**: Vice President

Signature:

Date of Certification (mm/dd/yyyy): 6/3/2021

Email**:

dkrolick@ecorpconsulting.com

Phone Number:

916-782-9100

Address:

2525 Warren Drive, Rocklin, CA 95677

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Environmental consulting

**ITEM NO.: J-13
AWARD THE PROFESSIONAL
ENGINEERING & ENVIRONMENTAL
SERVICES FOR THE WEST STREET
SCHOOL PROJECT TO R.E.Y.
ENGINEERS, INC. IN THE
AMOUNT OF \$190,000.00 AND
AUTHORIZE CITY MANAGER TO
SIGN THE CONTRACT**

July 27, 2021

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

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

SUMMARY:

Staff requests Council award the Professional Engineering and Environmental Services for the West Street School Active Transportation Program (ATP) Connectivity Project to R.E.Y. Engineers, Inc. in the amount of \$190,000.00.

Only one Statement of Qualifications (SOQ) for the Professional Engineering and Environmental Services was received by the City for this project. Staff reviewed and evaluated the SOQ received from R.E.Y. Engineers, Inc. based on qualifications set forth in the Request for Qualification as advertised by the City. The results from the evaluation determined that R.E.Y. Engineers, Inc. is qualified to provide the requested services and meets the requirements for our funding.

Staff has also reviewed the provided cost proposal in the amount of \$190,000.00 and the support documents, as required by the grant funding source, and finds this amount acceptable and within amount funded by the grant for these services.

BACKGROUND:

On May 11, 2021 Council authorized City Staff to advertise Requests for Qualifications for a Design Consultant for the West Street School Street Project ATP Grant.

The City of Corning was awarded an ATP grant for the West Street School ATP Connectivity Project providing funding in the amount of \$1,304,000 to prepare plans and construct new sidewalks, curbs, gutters and crosswalks to close gaps in the existing sidewalk infrastructure adjacent to the school.

RECOMMENDATION:

MAYOR AND COUNCIL:

- **AWARD THE PROFESSIONAL ENGINEERING AND ENVIRONMENTAL SERVICES FOR THE WEST STREET SCHOOL PROJECT TO R.E.Y. ENGINEERS, INC. IN THE AMOUNT OF \$190,000.00; AND**
- **AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT.**

**AGREEMENT FOR PROFESSIONAL SERVICES
West Street Elementary 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:

R.E.Y. Engineers, Inc.

Incorporated in the State of California

The Project Manager for the "CONSULTANT" will be Aaron Brusatori, PE

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 June 9, 2021. 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 is a design professional and agrees, subject to the limitations of California Civil Section Code 2782.8, to indemnify and hold harmless LOCAL AGENCY, its officers, agents, and employees from any and all claims, demands, costs, or liability to the extent arising from or connected with the Consultant's services provided under this contract due to negligent acts, errors, or omissions of the CONSULTANT. The CONSULTANT will reimburse LOCAL AGENCY for any expenditure, including reasonable attorney fees, incurred by LOCAL AGENCY in defending against claims ultimately determined to be due to negligent acts, errors, or omissions of the CONSULTANT
- D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may 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 June 9, 2021, attached as Exhibit A, and as further described in the list below:

PHASE 1: PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTATION (PA&ED)
Project Management, Coordination, and Documentation

- Public Outreach
- Surveying and Base Mapping
- Environmental Services
- Preliminary Design:
- PHASE 2: PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)
 - Project Management, Coordination, and Documentation
 - 60 % Plans Specifications and Estimates
 - 90 % Plans Specifications and Estimates
 - Final Contract Documents for Bidding
- Public Outreach
- PHASE 3: RIGHT OF WAY
 - Utility Coordination and Right of Way Certification

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 July 28, 2021 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 December 31, 2022, 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 \$ 190,000.00.
- 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 0 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 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.

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 many be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

ARTICLE 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 INDEMNITY

Subject to the limitations of California Civil Section Code 2782.8, 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), to the extent 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:

R.E.Y. Engineers, Inc.
Aaron Brusatori, PE.
905 Sutter Street, Suite 200
Folsom, CA 95630

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 _____
James Fisher
James Fisher
Principal, P.E.
QSD/P

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

PROJECT UNDERSTANDING

RFQ and Grant Application

In the recent past, the City of Corning (City) has delivered three projects funded by Safe Routes to School (SRTS) grants, fulfilling the goals and objectives of the program. The West Street School Connectivity Project (Project) is another SRTS project to be funded by the Active Transportation Program (ATP) - Cycle 4. The City intends to contract with a consultant that will conduct and coordinate specified tasks to advance the project to the construction phase.

This Project, as proposed, will construct new sidewalks around the perimeter of West Street Elementary School, place ADA accessible pedestrian curb ramps at crossing locations, reconfigure crosswalk striping, and designate bike lanes to provide a safe route to school where none currently exists. Funding will be used to complete the necessary environmental reviews and environmental documentation, prepare project plans, specifications and estimates, and for construction of the project. The expected benefits of the project would be to eliminate the hazards that prevent non-motorized transportation and to encourage students to walk to school in a safe environment.

The City developed a preliminary design and cost estimate in support of an application for ATP Cycle 4 funding. The City was awarded state-only funds by the California Transportation Commission (CTC) for this project and the Olive View Elementary School Connectivity Project. In November of 2019, the City submitted a Funding Allocation Request to proceed with the Project Approval and Environmental Document (PA&ED) phase which was received on June 16, 2020. The City subsequently requested a 9-month extension to allow for completion of the CEQA determination.

The City proposes to improve non-motorized connectivity for the residents of Corning, particularly students of West Elementary School. Connectivity will be improved by installing sidewalks and bike lanes, removing select crosswalks that are not conducive to the flow of pedestrian movements, improving ADA curb ramps, marking new crosswalks, and installing an In-Road pedestrian warning light system.

The sidewalks and curb ramps will be constructed along sections of roadways classified as Collector or Local (Circulation Element, City of Corning 2014 – 2034 General Plan). The proposed sidewalks will utilize both attached and detached conditions to minimize impacts to existing utilities, mature landscaping and to avoid right of way acquisition.

During the grant application process, the City received letters of support from the Corning Union Elementary School District, Corning Union High School District, Rotary Club of Corning, and City of Corning Police Department.

Adherence to the Timely Use of Funds (TUF) requirements is of the utmost importance when using ATP as a funding source. State-only funded ATPs require approval from the CTC prior to the allocation of funding for each phase of the project. This process requires that the Funding Allocation Request form be submitted by the deadline which appears on the CTC preparation schedule, which is generally eight weeks in advance of the scheduled CTC meeting. The design team must work diligently and respect the deadlines to keep the project on schedule. We understand that our submittals must be made on time in order to avoid delays.

Concurrent with the RFQ process, the City will prepare “A-Plans” and distribute them to the Corning Irrigation District, Pacific Gas & Electric, Comcast, and AT&T. These maps will be provided to the consultant for review and integration into the design.

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

Preliminary Research and Field Observations

In preparation for our proposal, we performed preliminary right of way research and a site walk on May 19, 2021. During our site walk, we observed conditions unique to the project which will be important to our proposed services, and a meeting was conducted with our environmental lead, Scott Friend of ECORP, to understand environmental conditions and to collaborate on delivery approach.

Prior to start of the school day, the vision of eastbound motorists on Solano St. is impaired by the rising sun. This creates a dangerous situation for pedestrians crossing the street. Currently, there are pole mounted beacons at the intersection of Solano St. and West St. in place to try and capture the attention of drivers, but these beacons are not effective due to the width of Solano St. Elimination of the crosswalk on the west side of West St. and directing pedestrians to a single crossing on the east side of West St. in conjunction with the proposed In-Road Pedestrian Warning Lights will significantly improve crossing safety. Connection to the electrical system feeding the existing streetlights is the best option to power the proposed In-Road Pedestrian Warning Light system. Similar to other street light coordination efforts we have performed, R.E.Y. will coordinate with PG&E, the owner of the street lights, to facilitate the installation.

Attachment D of the ATP application shows the construction of a new sidewalk on the east side of Hoag St., south of South St. However, the Corning Union Elementary School District constructed a new office at the south east corner of South St. and Hoag St, which included this sidewalk after the ATP application was made. Therefore, the design and construction budget for this sidewalk will be available for redistribution to other bid items.



In-Road Pedestrian Warning Lights significantly improve safety by providing signals directly in the driver's line of sight. (Photo by TAPCO)



In 1882, the Pacific Improvement Company, a subsidiary of the Central Pacific Railroad, laid out a town named in honor of John Corning, the General Manager of the railroad. Similar to most other 1880's and 1890's towns, it was laid out based on orthogonal Blocks and Lots. Over the years, as roadways, buildings and fences were built, there was little doubt as to where the public right of way was. Today's roadway improvements and fences are very reliable material evidence of the existing public right of way and are frequently depended upon for boundary surveys, as boundary controlling survey monumentation is generally very scarce.

To determine the potential project impacts to existing utilities and mature vegetation, measurements were made during our site visit using a measuring tape. We measured from utilities and vegetation to the observed lines of occupation, such as fence lines or curbs and then we compared this information with our preliminary right of way research. Based on the apparent right of way, it appears that the proposed improvements can be constructed within the City's existing right of way, major utility relocation can be avoided, and a limited number of impacts to mature vegetation can be achieved. Our observations also indicate that the proposed improvements can be built with only minor adjustments of existing utilities to grade. If we cannot avoid utilities by using creative design solutions and our survey efforts confirm that the project improvements are within the existing right of way, the utility owners will likely be required to pay for any necessary adjustments or relocation costs as the City will likely have superior rights.

At this time, we cannot definitively make the conclusion that no right of way acquisition will be necessary until we verify the right of way and boundary lines with a field survey during the PA&ED phase of the project. Should temporary or permanent acquisitions not be required, as we currently suspect, this could result in project savings in the right of way phase of this project, and these savings could be redistributed to the Construction phase by way of completing and processing an Exhibit 22-G Request for Funding Distribution Change.

In the past few years, we have completed eight (8) projects adjacent to and around schools. We understand that special attention needs to be made during the design so that construction impacts when schools are open is minimized. The academic school year for the Corning Union Elementary School District starts in mid-August and ends in early June. The engineering design will be prepared and completed so that bidding can be timed so that the project can be constructed outside of the academic school year, to the maximum extent practical.

Exhibit 1 shows unique conditions which will be addressed by the project design team. As much as possible, we will utilize attached, detached and transition sections of sidewalk to minimize impacts to existing utilities and mature vegetation. We look forward to presenting and discussing our solutions with the City.

The approximate quantities for the proposed scope of improvements includes:

- Proposed Concrete Sidewalk (1,000 LF)
- Proposed Curb and Gutter (700 LF)
- Concrete Sidewalk Betterments (350 LF)
- ADA Ramp Betterments (9 EA)
- ADA Curb Ramps (6 EA)
- Proposed Crosswalk Striping – New Location (2 EA)
- Proposed Crosswalk Betterments (3 EA)
- Remove Existing Crosswalk Pavement Markings (5 EA)
- Proposed In-Roadway Pedestrian Warning Light System (1 EA)
- Proposed Bike Lane (1,440 LF)

PROJECT APPROACH

Project Management, Coordination and Documentation: Our team is led by Project Manager Aaron Brusatori, PE and includes subconsultant ECORP Consulting, PK Electrical, Bender Rosenthal Inc. and Sierra Geotech. Our team members have a proven history, working together to successfully deliver projects for public agencies.

The City will provide overall project management, including coordination with the Caltrans District 2 District Local Assistance Engineer (DLAE) to submit the Funding Allocation Request. R.E.Y. will be responsible for scheduling meetings, preparation and distribution of minutes, tracking of action items for the City and consultant team, and preparing all submissions for the City to the CTC through coordination with the Caltrans DLAE.

The R.E.Y. team is familiar with Local Assistance procedures for projects with federal, federal and state, and state-only funding sources and is available to support the City as needed to ensure the project maintains schedule.

This project will require close coordination to ensure our team understands and implements the City's goals in addition to the goals of the ATP. Prior to the kickoff meeting, we will coordinate with the City to ensure all appropriate departments are invited. At the meeting, we will discuss roles and responsibilities, team communication, project background, goals and objectives, and any potential risks and risk mitigation measures. During project development, we will keep the project goals and priorities in mind and stay in close communication with the City to fulfill expectations.



We understand the importance of staying within the available budget and if conditions are observed or found which may adversely impact the budget, they will be immediately communicated with the City. We have thoroughly reviewed the RFQ, grant application and performed a site visit so that we have a good understanding of the project scope. Our design budget was developed looking at the specifics of this project and reflects our understanding of this project.

Throughout the design process, we will develop and refine our engineers' estimates. Our goal is for our engineers' estimates to decline as the design process progresses and there are fewer unknowns. Should the estimated construction costs exceed the project funding, we will notify the City and present options to bring the project within budget.

Public Outreach: We recommend a certain level of public outreach to keep the public informed and avoid any surprises during field work and construction. Construction of the proposed sidewalks has the potential to impact mature trees and other developed landscaping. It is suggested that we make direct contact with land owners to convey project details and inform them of the disturbance within the right of way adjacent to their property. For this project, we will prepare letters to all neighboring land owners, residents and businesses, to convey project details, in English and Spanish. The letters will include phone numbers and email addresses to encourage communications. As this project has already received some public outreach with the ATP grant application and the work should have minimal impacts to adjacent landowners, our outreach letters will be sent ahead of adoption of the CEQA document and again prior to construction. If the response to letters suggests further outreach efforts are necessary, we will work with the City and prepare a more intensive effort.

Surveying and Base Mapping: Our approach to developing existing rights of way is enhanced by including Mobile LiDAR technology to capture all elements of the existing built environment. Where monumentation is deficient, we will utilize the 3D point cloud to develop accurate lines of occupation and best fit record right of way widths to what we determine to be the most reliable features. After laying out the streets, we will check the resulting Block dimensions against record information to ensure our judgment of the existing right of way is correct. In most cases, we have found the developed Block dimensions differ from record by $\pm 0.1'$ to $0.2'$.

Using Mobile LiDAR to collect the existing built environment allows us to acquire a large amount of data in a very short period of time. In doing this, we capture data well beyond the immediate project area, giving us the opportunity to develop existing rights of way on adjacent streets, validating the right of way developed for the project.

The topographic conditions will also be documented utilizing LiDAR methods. The 3D point cloud can be used for further analysis of the existing conditions where necessary to refine our design.

During the site visit that we performed on May 19, 2021, we observed several locations where the existing sidewalk and adjacent roadway will present challenges to standard curb ramp designs due to large differences in elevations. When custom ramps are required, our team will utilize the LiDAR data to establish reliable conform locations and to limit defined demolition.

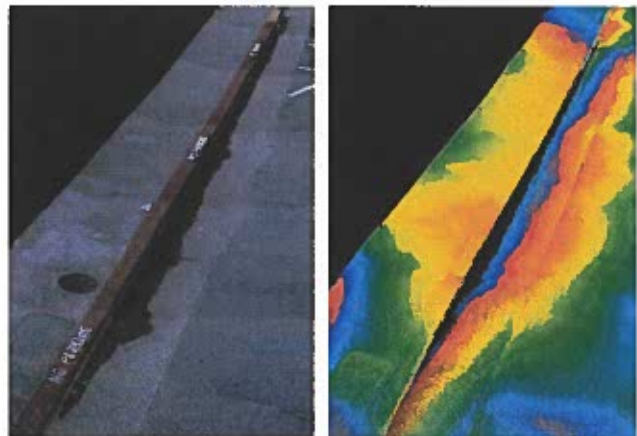
Right of Way: Although acquiring new rights of way for the sidewalks and curb ramp improvements are not anticipated, our team is setup to accommodate right of way acquisition. Should our team determine that right of way acquisition is required, we will work with the City to develop a clear, well defined scope of services in addition to those included with this proposal. Our team includes Bender Rosenthal Inc. who is trusted and experienced with right of way acquisitions, and ready to address any project acquisition needs that may arise.

Environmental Documentation: Based on the Project information provided in the RFQ, our knowledge of the local area and experience with previous projects of this type, ECRP has assumed that the appropriate CEQA documentation will be a CE. We do not anticipate a need for technical studies.

The project will be subject to the requirements of the California Environmental Quality Act (CEQA). It is our opinion, that the project is eligible for a Class 1 Categorical Exemption based on the requirements established in Section 15301(c) and 1530(d).

15301. EXISTING FACILITIES: Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The types of "existing facilities" itemized below are not intended to be all-inclusive of the types of projects which might fall within Class 1. The key consideration is whether the project involves negligible or no expansion.

(c) Existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety), and other alterations such as the addition of bicycle facilities, including but not limited



R.E.Y.'s use of LiDAR quickly detects and identifies areas of potential ponding by analyzing colored contours, even without the presence of ponding water.



to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes);

15303. NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES: *Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:*

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

Utility Coordination: Our team has thoroughly reviewed the project site and observed the visible surface utilities which may impact the design including manholes, valve covers, utility boxes and utility poles. We will review the utility systems maps, procured by the City via "A-Plans", from the Corning Irrigation District, Pacific Gas and Electric, Comcast and AT&T. These maps will be integrated into our topographic survey and base mapping so that we can identify utility conflicts.

We will use creative design solutions to avoid utilities as much as possible and consider transitional sidewalk sections from attached to detached to avoid utilities such as overhead poles, when right of way is available. We may utilize bulb outs to translate a curb ramp out of the influence of and adjacent utility cover. Based on our understanding of the proposed improvements, we believe that utility relocations will be limited to minor adjustments to grade. Examples would be boxes, vaults, etc. that may need to be adjusted to facilitate construction of the new curb, gutter, and sidewalk.

Using field survey data and the provided utility maps, we will prepare preliminary design drawings to identify conflicting utilities and serve as the "B-Plans".

Our team is prepared to assist the City through the utility process and any necessary utility relocations. We will follow the Local Assistance procedures and use the LAPM forms related to utility coordination and relocation.

In-Road Pedestrian Warning Light System: In-road warning lights will be designed consistent with CAMUTCD Section 4N.02. During our proposal, we spoke with two suppliers of in-road flashing light systems and our Electrical Engineer, PK Electrical. We found that the flashing light systems can be 'packaged' systems from the manufacturer which need specific coordination with the electrical provider, streetlight owner (PG&E) as well as civil design details. We will work with PG&E to replace the existing pole mounted beacon with the proposed in-road system, utilizing the existing electrical connections.

ADA Compliance: ADA compliance must be achieved with the proposed improvements. Title II of the Americans with Disabilities Act (ADA) requires that state and local governments ensure that persons with disabilities have access to the pedestrian routes in the public right of way. This project will design the improvements to achieve ADA compliance by correcting deficiencies throughout the work area. ADA compliant sidewalks and curb ramps will be designed using standard details. When necessary, due to non-standard conditions, such as excessive elevation differences between the existing sidewalk and the street, custom ramps will be designed. The detailed data collection from our mobile LIDAR topographic survey will facilitate design solutions which will limit demolition and avoid conflicts.

Drainage: With the improvement of curb ramps and the addition of curb, gutter, and sidewalk, drainage will need to be addressed. Where possible, drainage will be conveyed within the new or modified gutters to existing inlets or swales. For more challenging conditions, under sidewalk drains, or extension of storm drain laterals may be proposed.

Plans Specifications and Estimates: Plans and specifications will be designed consistent with current Caltrans Standard Plans and Specifications. Plan sheets will clearly show the proposed work, bid items will be identified with callouts, and quantities will be reported in tables on the plan sheets. The quantities tables will report the location of each bid item, by station, offset, start and end with intermediate quantities as necessary and totals which will be carried through to the engineers estimate and bid schedule. Only bid items which vary from the standard specifications will need to be addressed with special provisions. Closely following the Caltrans Standard Plans and Specifications will result in a project which is easier to plan check and to construct.

Pedestrian Traffic and Construction Sequencing: The project will be designed to minimize construction related impacts to pedestrians and other non-motorized users. This project can be constructed with limited closures of existing sidewalks. A project goal will be minimizing construction impacts during the academic school year, mid-August through June. R.E.Y. has successfully achieved this goal on numerous other projects that were adjacent to school facilities. If work should take place while school is in session or if the school hosts summer programs, the construction documents will clarify allowable dates and times of day for construction activities so that school traffic conflicts can be minimized.

Funding Allocation Request to Proceed with Construction: R.E.Y. will assist the City with preparing the Funding Allocation Request form for Construction. The CTC sends a notification after the meeting stating that the allocation has been approved, but this is just a formality and the City can move forward with the construction phase immediately after the approval at the CTC meeting.



SCOPE OF SERVICES

Assumptions:

- Utility Relocations will include adjustments to grade
- Right of Way acquisitions will not be necessary
- Environmental technical studies are not required
- Hazardous materials testing will not be required
- All utility coordination efforts will be limited to coordination with the following utility owners: City of Corning, Corning Irrigation District, Pacific Gas & Electric, Comcast and AT&T.
- A Right of Way Certification per Chapter 13 of the LAPM will be completed and submitted to the City in draft form, but approval from Caltrans is not necessary per the funding requirements and therefore right of way coordination with Caltrans is not included with this scope of work. This form will be prepared to provide the city the 'backup' they need to certify the Right of Way.
- Pedestrian and traffic counts are not included within this scope of work. This work can be performed for an additional fee which is negotiated at a later date.

PHASE 1: PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENTATION (PA&ED)

The PA&ED phase of the project will begin with the NTP and end with completion the CTC's approval of the Funding Allocation Request to proceed with PS&E. This phase will include surveying and base mapping, adoption of the environmental document and completion of enough preliminary engineering to support the environmental documentation.

Task 1 – Project Management, Coordination, and Documentation

Task 1.01 – Team Management and Coordination: The R.E.Y. team's Project Manager (PM), Aaron Brusatori, will provide management and coordinate between the design team and the City. We prepare and maintain a project schedule as well as tracking progress of scope items versus budget expended. Our team will also create and maintain an Action Item Log including action item description, responsible decision-maker, and the date the decision was made or action item resolved. The schedule and log will be provided to the City on a regular basis.

Task 1.02 – Kickoff Meeting: At project initiation, the PDT will conduct a kickoff meeting with participation of R.E.Y.'s PM, Aaron Brusatori, Environmental Lead Scott Friend, and representatives from the City. In this meeting, we will clarify City goals and objectives, confirm lines of communications and review schedule and upcoming deliverables.

Task 1.03 – PDT Meetings: R.E.Y.'s PM, Aaron Brusatori, and appropriate staff will meet with the City's PM and other project stakeholders, as necessary, to coordinate managing and delivering this project. For the PA&ED phase, up to two (2) PDT meetings, in addition to the kickoff meeting, is assumed to be conducted, one at the City offices and one by virtual meeting. Additional meetings may be scheduled via telephone to keep the City informed of the status of the project work and to obtain timely decisions from the City. Up to two (2) telephone or conference calls per month with City staff are assumed for this scope of services.

Formal in-person meetings will include a sign-in sheet and meeting agenda which will be circulated prior to the meeting. Meeting minutes, including action items, will be prepared and circulated to the team after the meeting is conducted.

Task 1.04 – Project Schedule: R.E.Y.'s PM, Aaron Brusatori, will develop, maintain, and monitor a project schedule through the design process. At the kickoff meeting, we will work with City staff and determine the desired frequency for project updates, and schedule updates. R.E.Y. will provide project and schedule updates at those agreed upon intervals, no less than once per month.

Task 1.05 – Funding Distribution Change: R.E.Y. will prepare an Exhibit 22-G Request for Funding Distribution Change to move appropriate budget from Right of Way into the Construction phase, if additional budget is identified in either the PS&E and ROW phases prior to allocation.

Task 1.06 – Funding Allocation Requests: R.E.Y. will prepare funding allocation requests for PS&E and ROW (if necessary) for approval by the CTC. Should no temporary or permanent acquisitions be identified during PA&ED, then an allocation request for ROW won't be necessary and a Request for Funding Distribution Change will be processed instead.

Deliverables - Task 1:

Monthly invoices (.pdf format)

Meeting agendas and minutes (.pdf format)

Project schedule and monthly schedule updates (.pdf format)

Exhibit 22-G Request for Funding Distribution Change (if budget is available for redistribution)

PS&E Funding Allocation Request

ROW Funding Allocation Request (if necessary)

Task 2 – Public Outreach

Task 2.01 – Landowner Letters: We will prepare letters to convey project details, in English and Spanish, to stakeholders, land owners, and residents adjacent to the project. The letters will inform the residents of the impacts of the proposed work, an exhibit will be



included to clarify when mature vegetation will be removed. The letters will include phone numbers and email addresses of the project team to encourage communications. As this project has already received some public outreach with the ATP grant application, and the work should have minimal impacts to adjacent landowners, our outreach letters will be sent ahead of adoption of the CEQA document and prior to construction. If the response to letters suggests further outreach efforts are necessary, we will work with the City and prepare a more intensive effort.

Deliverables - Task 2:

Landowner Letters (.doc format)

Task 3 – Surveying and Base Mapping

Task 3.01 – Research: R.E.Y. will research records that provide evidence of the location of the public street right of way along the streets relevant to this project. Research will include review of filed survey maps, recorded deeds, assessor information, and other documentation easily accessible in the public record.

Task 3.02 – Field Surveys: R.E.Y. field crews will establish approximately 20 horizontal and vertical control points for the project. The basis of project control will be discussed with the City prior to the commencement of work to ensure field surveys will fit current and future project needs. Survey control established will be sufficient in number and durability to be used for construction surveying control in the future.

Mobile LiDAR technology will be used for acquiring a high-density, high-accuracy 3D point cloud. Mobile LiDAR data is the ideal solution for ADA and roadway retrofit projects and is extremely useful in identifying where ponding occurs, even when standing water is not present, based on its point density and ability to display those points based on their elevation. Mobile LiDAR offers numerous advantages over conventional ground surveys in that the point cloud extends well beyond the project's immediate area of interest, allowing us to mine the point cloud in the office when we need more information, rather than returning to the field for additional data.

Task 3.03 – Topographic Survey and Base Map: Topographic mapping will be compiled from the georeferenced point cloud to display the relevant planimetric and terrain features at the location of each proposed improvement. Where necessary, surface models will be developed for use by the design team.

Information collected during the research Task will be reviewed and combined with the information collected during the topographic survey process. It is assumed all proposed improvements will fall within existing City rights of way. Depiction of existing rights of way will be based on best-fitting record dimensions to physical improvements and boundary monuments, if present.

Deliverables - Task 3:

Base Map including right of way and topography (.dwg format)

Task 4 – Environmental Services

Based on the Project Information provided and our knowledge of the local area and experience with previous projects of this type, ECORP has assumed that the appropriate CEQA documentation will be a CE and technical studies will not be required. Adoption of the CE will be a 'routine' process.

Task 4.01 – CE: ECORP will coordinate with the City to develop and clarify the project description including a discussion of all improvements to be completed. A CE will be prepared and submitted to the City for adoption. The City will submit the Final CE to the State Clearinghouse and County Clerk, as appropriate.

Deliverables - Task 4:

Final CE (.doc and .pdf format and four hard copies)

Task 5 – Preliminary Design:

Task 5.01 – Preliminary Design: We will progress the preliminary design to a sufficient state to confirm whether permanent or temporary acquisitions will be required to construct the improvements and to take a preliminary look at utility conflicts. The preliminary design will mostly involve horizontal layout of the improvements based on direction from the City while taking into account project conforms.

PHASE 2: PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

This phase will begin upon approval of the funding allocation request by the CTC to move forward with PS&E phase. R.E.Y. will prepare a comment matrix to record the comments from the City on the preliminary design and document their resolution. Should any comments generate a question or require clarification, R.E.Y.'s PM will reach out to the city to develop a solution.

Digital files will be prepared with AutoCAD Civil3D 2019 (or newer) using R.E.Y.'s CAD standards using a Caltrans type format unless otherwise requested by the City.

R.E.Y. prides itself in the thoroughness and quality of our design deliverables. All design deliverables will go through an internal quality control review prior to submitting to the City.

Task 6 – Project Management, Coordination, and Documentation

Task 6.01 – Project Management and Coordination: The R.E.Y. team's PM, Aaron Brusatori, will provide management and coordinate between the design team and the City. We prepare and maintain a project schedule as well as tracking progress of scope items versus



budget expended. Our team will also create and maintain an Action Item Log including action item description, responsible decision-maker, and the date the decision was made or action item resolved. The schedule and log will be provided to the City on a regular basis or upon request.

Task 6.02 – PDT Meetings: R.E.Y.'s PM, Aaron Brusatori, and appropriate staff will meet with the City's PM and other project stakeholders, as necessary, to coordinate managing and delivering this project. For the purposes of this scope, up to four (4) PDT meetings are assumed to be conducted at the City offices or by virtual meeting. Additional team meetings will be scheduled via telephone to keep the City informed of the status of the project work and to obtain timely decisions from the City. Up to two (2) telephone or conference calls per month with City staff are assumed for this scope of services.

Formal in-person meetings will include a sign-in sheet and meeting agenda which will be circulated prior to the meeting. Meeting minutes, including action items, will be prepared and circulated to the team after the meeting is conducted.

Task 6.03 – Project Schedule: R.E.Y.'s PM, Aaron Brusatori, will develop, maintain, and monitor a project schedule through the design process. At the kickoff meeting, we will work with City staff and determine the desired frequency for project updates, and schedule updates. R.E.Y. will provide project and schedule updates at those agreed upon intervals, not less than once per month.

Task 6.04 – Funding Allocation Requests: R.E.Y. will prepare funding allocation requests for CON for approval by the CTC.

Deliverables - Task 6:

Monthly invoices (.pdf format)

Meeting agendas and minutes (.pdf format)

Project schedule and monthly schedule updates (.pdf format)

CON Funding Allocation Request

Task 7 – 60 % Plans Specifications and Estimates

Task 7.01 – Design Management and QC: Throughout the preparation of Plans, Specifications and Estimates, senior staff will monitor the progress of the design team and specification writers by performing regular quality control.

Task 7.02 – 60% Plans: Building upon the preliminary design from the PA&ED phase, we will advance into final design and prepare 60% Plans. During this process, utility conflicts will be analyzed in more detail and design solutions to minimize conflicts will be employed wherever possible.

The 60% Plans are anticipated to include the following sheets:

- Title Sheet with Location Map
- Notes and Legend
- Typical Sections
- Survey Control Plan
- Demolition
- Layout Sheets
- Conceptual Water Pollution Control Plan

We will identify the locations where typical curb ramps can be applied to accommodate 'standard' conditions and locations where custom curb ramps are necessary.

The construction documents will include temporary Best Management Practices (BMP's) in the Conceptual Water Pollution Control Plan (WPCP) to control erosion and ensure stormwater quality standards are met during construction.

Task 7.03 – Supplemental Field Surveys: As the design progresses, it may be necessary to return to the field to locate features that are not visible in the LiDAR point cloud. These features typically consist of drainage and utility features, and their associated depths and sizes.

Task 7.04 – 60% Specifications: For the 60% Specifications, we plan to obtain the City of Corning boilerplate Front End Documents to be used for the 90% Specifications and prepare an outline of the proposed Special Standard Provisions (SSP's) for this project. The outline will include a proposed project description, estimated number of working days, and bid schedule for use in the Front-End Documents.

Task 7.05 – 60% Estimate: The Engineer's Estimate at this stage will include a 15% "design contingency" in addition to a 10% construction contingency (or a construction contingency percentage that the City feels comfortable with). The design contingency will be used to capture any miscellaneous unknown costs that may come to light as the design process progresses. We will also work with the City to determine any additional construction costs that the City would like to account for including, but not limited to, staff time, construction engineering assistance, construction management and inspection, etc. Our goal is to provide as much cost information as possible with our estimate to assist the City with managing the overall cost of the project.

Deliverables - Task 7:

60% Plans (.pdf format and up to four half- and/or full-size hard copies)

60% Specifications Outline (.doc and .pdf formats)

60% Engineer's Estimate (.xls and .pdf formats)

Task 8 – 90 % Plans Specifications and Estimates



Task 8.01 – Design Management and QC: Throughout the preparation of Plans, Specifications and Estimates, senior staff will monitor the progress of the design team and specification writers by performing regular quality control.

Task 8.02 – 90% Plans: The Plans will be updated per the City's comments and a completed comment matrix with R.E.Y.'s response will be returned with the submittal. The 90% Plans will include the sheets reference above as well as additional construction details. Custom curb ramps will be developed with lines and grades.

Task 8.03 – 90% Specifications: The 90% Specifications will include all components of the project specifications. Our submittal will include the most current Caltrans Specifications, Special Standard Provisions (SSP's), Revised Standard Specifications (RSP's), City Specifications, and others which are applicable.

Task 8.04 – 90% Estimates: The Engineer's Estimate will be updated and 10% "design contingency" will be included. Additional soft costs will be estimated by percentage as discussed with the City during the 60% design task.

Deliverables - Task 8:

60% Comment Resolution Matrix (.xls and .pdf formats)

90% Plans (.pdf format and up to four half- and/or full-size hard copies)

90% Specifications (.doc and .pdf formats)

90% Engineer's Estimate (.xls and .pdf formats)

Task 9 – Final Contract Documents for Bidding

Task 9.01 – Final Design Management and QC: Throughout the preparation of Plans, Specifications and Estimates, senior staff will monitor the progress of the design team and specification writers by performing regular quality control.

Task 9.02 – Final Design Plans: The Plans will be updated per the City's comments and a completed comment matrix with R.E.Y.'s response will be returned with the submittal.

The Final Design Plans will address all comments received from the 60% through 90% design, and the Plans will be bid ready.

Task 9.03 – Final Design Specifications: The Final specifications will include all components of the project specifications. Our submittal will include the most current Caltrans Specifications, Special Standard Provisions (SSP's), Revised Standard Specifications (RSP's), City Specifications, and others which are applicable.

Task 9.04 – Final Design Estimate: The Engineer's Estimate will be updated to remove the "design contingency". Additional soft costs will be estimated by percentage as discussed with the City during the 90% design task.

Deliverables - Task 9:

90% Comment Resolution Matrix (.xls and .pdf formats)

Final Signed Plans (.pdf and .dwg formats and one mylar copy)

Final Signed Specifications (.doc and .pdf formats and one hard copy)

Final Engineer's Estimate (.xls and .pdf formats)

Task 10 – Public Outreach

Task 10.01 – Landowner Letters: After the project has been designed, another set of letters will be conveyed to the stakeholders, land owners and residents informing them of the construction of the improvements. These letters will be prepared in English and Spanish. We will convey the anticipated construction schedule as well as impacts to the residents during construction, such as parking closures along the work areas and removal of mature vegetation. These letters will be sent after the 90% design.

Deliverables - Task 10:

Landowner Letters (.doc format)

PHASE 3: RIGHT OF WAY

Task 11 – Utility Coordination and Right of Way Certification

Task 11.01 – Request Utility Owners' Facility Maps: *This task is being completed by the City concurrent with the RFQ process.*

Task 11.02 – Identify Conflicts: While preparing the preliminary design, careful consideration will be given to avoid the existing utilities. During the 60% design phase, all utility conflicts will be identified and a conflict map prepared for each impacted facility. For this project, only minor adjustments to grade are anticipated. Any non-City-owned facilities requiring adjustment are assumed to be 100% utility owner liability.

Task 11.03 – Inform Utility Owners of Conflicts: As soon as a conflict is identified, R.E.Y. will contact the utility owner and request a conflict resolution plan and liability determination. It has been our experience that Utility Owners want to see 60% design information or better before beginning the utility relocation process.

Task 11.04 – Utility Relocation Documentation: Per the LAPM, certain documents must be completed and obtained from utility owners prior to obtaining right of way clearance and authorization to proceed with construction. We are anticipating that only minor adjustments to grade will be necessary and that only local agency owned facilities and/or utility purveyor owned facilities resulting in



less than 100% liability determination on the utility owner will be adjusted by the contractor. As such, we are anticipating completing the following Caltrans forms:

- Exhibit 14-D: Notice to Owner (NTO)
- Exhibit 14-E: Report of Investigation (ROI)
- Exhibit 14-F: Utility Agreement
- Exhibit 14-I: Local Agency/Utility Owner Special Agreement

During the final design process, we will prepare and coordinate approval of these Caltrans LAPM forms. Once the forms are approved by Caltrans, the final NTO will be furnished to the utility owner.

Task 11.05 – Right of Way Clearance Memo: After all of the utility conflicts have been resolved, the R.E.Y. team will prepare and submit a Utility Clearance Memo. This memo will be incorporated into the draft R/W Certification.

Task 11.06 – Right of Way Certification: After all of the utility conflicts have been resolved and Right of Way Clearance Memo prepared, the R.E.Y. team will prepare a draft Right of Way Certification using the LAPM forms. Because this is a State-Only funded project, it's not necessary to have Caltrans approve the Right of Way Certification. The CTC will require a self-certified Right of Way Certification from the City. R.E.Y. will support the City by providing the aforementioned draft Right of Way Certification for use as the City certified document or to transfer information from into the City desired format.

Deliverables - Task 11:

Request Utility Owners' Facility Maps – Completed by the City concurrent with RFQ

Conflict Exhibit(s)/"B-Plans (.pdf format)

Caltrans LAPM Exhibits 14-C, 14-D, 14-E, 14-F and 14-I (.pdf format)

Right of Way Clearance Memo (.doc format)

Right of Way Certification (.doc format)

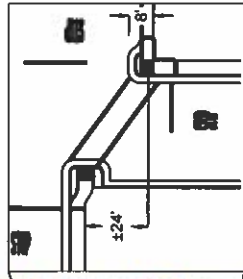
CITY OF CORNING

WEST STREET SCHOOL CONNECTIVITY PROJECT

EXHIBIT 1



R.E.Y. ENGINEERS, Inc.
1000 S. 10th St., Suite 100
Corning, NY 13612
607.535.1234
rey@reyengineers.com



UTILIZE BULBOUT TO REDUCE CROSSING DISTANCE AND DRAW MOTORISTS ATTENTION TO CROSSING PEDESTRIANS



EXISTING CROSSING BEACON AT SOLANO ST. AND WEST ST. TO BE REPLACED WITH IN-ROAD PEDESTRIAN WARNING LIGHTS.

CUSTOM ADA RAMP TO AVOID SD INLET AND ALIGN WITH CROSSWALK.



PROTECT TREE AND REMOVE AGAVE FOR THE INSTALLATION OF DETACHED SIDEWALK.



REMOVE TREES AND PROTECT EXISTING UTILITY POLE IN PLACE. INSTALL DETACHED SIDEWALK BEHIND UTILITY POLE.



ADJUST UTILITY BOX TO GRADE.

LEGEND

	EXISTING CONCRETE SIDEWALK		PROPOSED CROSSWALK STRIPING
	EXISTING CROSSWALKS		PROPOSED IN ROAD PEDESTRIAN WARNING LIGHTS
	PROPOSED CONCRETE SIDEWALK (ATTACHED)		PROPOSED CROSSWALK IMPROVEMENTS
	PROPOSED CONCRETE SIDEWALK (DETACHED)		PROPOSED ADA RAMP BETTERMENTS
	PROPOSED CONCRETE SIDEWALK BETTERMENTS		PROPOSED ADA RAMP
	REMOVE EXISTING CROSSWALK MARKERS		





R.E.Y. ENGINEERS, INC.
Engineers | Land Surveyors | LiDAR

EXHIBIT B - COMPENSATION

June 9, 2021

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

COST PROPOSAL Engineering and Environmental Services for the West Street School Connectivity Project

Our Lump Sum cost proposal has been developed to include milestones under each phase of the project. Invoices will be submitted monthly for the percent complete of the milestones shown. 100% of the milestone value will be invoiced with submittal of the milestone.

I. Project Approval and Environmental Document		
	Phase I Total	\$30,000.00
II. Plans, Specifications, and Estimates		
	Phase II Total	\$145,000.00
III. Right of Way		
	Phase III Total	\$15,000.00
Total Contract Value		
		\$190,000.00

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☒ Prime Consultant☐ Subconsultant☐ 2nd Tier SubconsultantConsultant R.E.Y. Engineers, Inc.Project No. 118-77727-9007 / ATPSBIL-5161(017)

Contract No. _____

Date 6/9/2021

DIRECT LABOR

Classification/Title	Name	Actual Hourly Rate Range	Hours	Actual Hourly Rate	Total
Assistant Engineer/Surveyor	TBD	\$27 - \$45	340.0	\$ 41.00	\$ 13,940.00
Associate Engineer/Surveyor	Veronica Garcia-McGrew	\$36 - \$54	312.0	\$ 50.50	\$ 15,756.00
Senior Engineer/Surveyor	Aaron Brusatori	\$48 - \$77	244.0	\$ 59.75	\$ 14,579.00
Principal Engineer/Surveyor	James Fisher	\$68 - \$91	51.0	\$ 90.55	\$ 4,618.05
Chainman/Rodman	TBD	*Union Scale	14.0	\$ 43.66	\$ 611.24
Certified Party Chief	TBD	*Union Scale	14.0	\$ 51.67	\$ 723.38
LiDAR Technician	TBD	\$35 - \$51	52.0	\$ 43.00	\$ 2,236.00
Associate Engineer/Surveyor	TBD	\$36 - \$54	12.0	\$ 45.00	\$ 540.00
Senior Engineer/Surveyor	TBD	\$48 - \$77	22.0	\$ 77.00	\$ 1,694.00
Principal Engineer/Surveyor	Jospeh Feyder	\$68 - \$91	9.0	\$ 83.90	\$ 755.10
				\$ -	\$ -
				\$ -	\$ -
Total:			1,070.0	\$	55,452.77

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 55,452.77

b) Anticipated Salary Increases (see page 2 for calculations)

\$ 2,079.48

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 57,532.25

INDIRECT COSTS

d) Fringe Benefits

Rate: 53.28%

e) Total fringe benefits [(c) x (d)] \$ 30,653.18

f) Overhead

Rate: 125.26%

g) Overhead [(c) x (f)] \$ 72,064.89

h) General and Administrative

Rate: _____

i) Gen & Admin [(c) x (h)] \$ -

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 102,718.08

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 12.00% \$ 19,230.04

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ -
Equipment Rental and Supplies	1	LS	\$ 1,200.00	\$ 1,200.00
Permit Fees				\$ -
Plan Sheets	84	Sheets	\$ 4.50	\$ 378.00
Delivery Fee	2	EA	\$ 87.49	\$ 174.98
l) TOTAL OTHER DIRECT COSTS				\$ 1,752.98

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: PK Electrical	\$ 6,863.71
Subconsultant 2: ECORP	\$ 1,902.94
Subconsultant 3:	\$ -
Subconsultant 4:	\$ -

m) SUBCONSULTANTS' COSTS \$ 8,766.65

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$ 10,519.63

TOTAL COST [(c) + (j) + (k) + (n)] \$ 190,000.00

NOTES:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
- Anticipated salary increases calculations (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$55,452.77	1,070.0	\$51.83	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$51.83	+	5.0%	= \$54.42
Year 2	\$54.42	+	5.0%	= \$57.14
Year 3	\$57.14	+	5.0%	= \$59.99
Year 4	\$59.99	+	5.0%	= \$62.99
				Year 2 Avg Hourly Rate
				Year 3 Avg Hourly Rate
				Year 4 Avg Hourly Rate
				Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	25.0%	*	1,070.0	=	267.5	Estimated Hours Year 1
Year 2	75.0%	*	1,070.0	=	802.5	Estimated Hours Year 2
Year 3	0.0%	*	1,070.0	=	0.0	Estimated Hours Year 3
Year 4	0.0%	*	1,070.0	=	0.0	Estimated Hours Year 4
Year 5	0.0%	*	1,070.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	1,070.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1 \$	51.83	*	267.5	=	\$13,863.19	Estimated Hours Year 1
Year 2 \$	54.42	*	802.5	=	\$43,669.06	Estimated Hours Year 2
Year 3 \$	57.14	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4 \$	59.99	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	62.99	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$57,532.25	
Direct Labor Subtotal before escalation				=	\$55,452.77	
Estimated total of Direct Labor Salary Increase				=	\$2,079.48	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name: Jim Fisher, PE, QSD/P Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 6/9/2021

Email: jfisher@revengineers.com Phone Number: 916-366-3040

Address: 905 Sutter Street, Suite 200, Folsom, CA 95630

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Project Management, Civil Engineering, Land Surveying

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-Ups are Not Allowed

☐ Prime Consultant☒ Subconsultant☐ 2nd Tier SubconsultantConsultant: ECORP CONSULTING, INC.

Project No. _____

Contract No. _____

Date June 2, 2021Project Name West Street School Connectivity Project**DIRECT LABOR**

Classification/Title	Name	Range	Hours	Actual Hr Rate	Total
Senior Environmental Planner	Scott Friend		4	\$ 54.55	\$ 218.20
Senior Environmental Planner	Michael Martin		4	\$ 41.62	\$ 166.48
Assistant Environmental Planner	Megan Rupard		4	\$ 20.50	\$ 82.00
Contract Manager	Tonni Clark		2	\$ 48.08	\$ 96.16
			14		

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 562.84

b) Anticipated Salary Increases

\$0.00

c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** **\$ 562.84****INDIRECT COSTS**d) Fringe Benefits (Rate: 68.20%)

c) Total Fringe Benefits [(c) x (d)] \$ 383.86

f) Overhead (Rate: 44.57%)

g) Overhead [(c) x (f)] \$ 250.86

h) General and Administrative (Rate: 94.59%)

i) Gen & Admin [(c) x (h)] \$ 532.39

j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** **\$ 1,167.11****FIXED FEE**k) **TOTAL FIXED FEE [(c) + (j)] x fixed fee** 10% **\$ 172.99****l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
	0	Each	\$ -	\$ -
	0	Each	\$ -	\$ -
	0	Each	\$ -	\$ -
	0	Each	\$ -	\$ -
		Each	\$ -	\$ -
		Each	\$ -	\$ -

i) **TOTAL OTHER DIRECT COSTS** **\$ -****m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**m) **TOTAL SUBCONSULTANTS' COSTS** **\$ -**n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** **\$ -****TOTAL COST [(c) + (j) + (k) + (n)]** **\$ 1,902.94****NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$562.84	14	\$40.20	

1. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	\$40.20	+	3.0%	=	\$41.41	Year 2 Avg Hourly Rate
Year 2	\$41.41	+	3.0%	=	\$42.65	Year 3 Avg Hourly Rate
Year 3	\$42.65	+	3.0%	=	\$43.93	Year 4 Avg Hourly Rate
Year 4	\$43.93	+	3.0%	=	\$45.25	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	14	=	14	Estimated Hours Year 1
Year 2	0.0%	*	14	=	0	Estimated Hours Year 2
Year 3	0.0%	*	14	=	0	Estimated Hours Year 3
Year 4	0.0%	*	14	=	0	Estimated Hours Year 4
Year 5	0.0%	*	14	=	0	Estimated Hours Year 5
Total	100.000%		Total	=	14	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (Calculated above)		Estimated hours (Calculated Above)		Cost Per Year	
Year 1	\$40.20	*	14	=	\$562.84	Estimated Hours Year 1
Year 2	\$41.41	*	0	=	\$0.00	Estimated Hours Year 2
Year 3	\$42.65	*	0	=	\$0.00	Estimated Hours Year 3
Year 4	\$43.93	*	0	=	\$0.00	Estimated Hours Year 4
Year 5	\$45.25	*	0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$562.84	
	Direct Labor Subtotal before Escalation			=	\$562.84	
	Estimated total of Direct Labor Salary Increase			=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the #
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable.
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement,
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name**: Dave Krolick

Title**: Vice President

Signature:

Date of Certification (mm/dd/yyyy): 6/3/2021

Email**: dkrolick@ecorpconsulting.com

Phone Number: 916-782-9100Address: 2525 Warren Drive, Rocklin, CA 95677

****An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.**

List services the consultant is providing under the proposed contract:

Environmental consulting

EXHIBIT 10-H1 COST PROPOSAL (Page 1 of 3)

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS

(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant

☒ Subconsultant

☐ 2nd Tier Subconsultant

Consultant PK Electrical, Inc.

Project No. 118-7727-9007

Contract No.

Date 5/28/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Electrical Engineer/EOR	Karen Purcell	2.0	\$ 75.00	\$ 150.00
Electrical Engineer	Bryan Dagerman	30.0	\$ 45.00	\$ 1,350.00
Drafter	Savina Gonzalez	12.0	\$ 33.00	\$ 396.00
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Total:		44.0		\$ 1,896.00

LABOR COSTS

a) Subtotal Direct Labor Costs

\$ 1,896.00

b) Anticipated Salary Increases (see page 2 for calculations)

§ _____

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]		\$ 1,896.00
--	--	--------------------

INDIRECT COSTS

d) Fringe Benefits

Rate: 71.37%

e) Total fringe benefits [(c) x (d)]	\$	1,353.18
--------------------------------------	----	----------

f) Overhead

Rate:	157.73%
-------	---------

g) Overhead [(c) x (f)]	\$	2,990.56
-------------------------	----	----------

h) General and Administrative

Rate: _____

i) Gen & Admin [(c) x (b)] \$

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 4,343.74

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%	\$	623.97
--	-----------	---------------

1) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ -
Equipment Rental and Supplies				\$ -
Permit Fees				\$ -
Plan Sheets				\$ -
Test				\$ -

1) TOTAL OTHER DIRECT COSTS \$

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: \$

Subconsultant 2:	\$
------------------	----

Subconsultant 3:

Subconsultant 4:	\$ -
------------------	------

m) SUBCONSULTANTS' COSTS	\$	-
--------------------------	----	---

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)] \$

TOTAL COST [(c) + (j) + (k) +(n)] \$ 6,863.71

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accept by Caltrans.
3. Anticipated salary increases calculations (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL (Page 2 of 3)

COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration Year 1 Avg Hourly Rate
\$1,896.00	44.0	= \$43.09	

2. Calculate hourly rate for all years (Increase the Average hourly rate for a year by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation			
Year 1	\$43.09	+	3.0%	=	\$44.38
Year 2	\$44.38	+	3.0%	=	\$45.72
Year 3	\$45.72	+	3.0%	=	\$47.09
Year 4	\$47.09	+	3.0%	=	\$48.50
					Year 2 Avg Hourly Rate
					Year 3 Avg Hourly Rate
					Year 4 Avg Hourly Rate
					Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.0%	*	44.0	=	44.0	Estimated Hours Year 1
Year 2	0.0%	*	44.0	=	0.0	Estimated Hours Year 2
Year 3		*	44.0	=	0.0	Estimated Hours Year 3
Year 4		*	44.0	=	0.0	Estimated Hours Year 4
Year 5		*	44.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	44.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1 \$	43.09	*	44.0	=	\$1,896.00	Estimated Hours Year 1
Year 2 \$	44.38	*	0.0	=	\$0.00	Estimated Hours Year 2
Year 3 \$	45.72	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4 \$	47.09	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5 \$	48.50	*	0.0	=	\$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation				=	\$1,896.00	
Direct Labor Subtotal before escalation				=	\$1,896.00	
Estimated total of Direct Labor Salary Increase				=	\$0.00	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL (Page 3 of 3)**Certification of Direct Costs**


I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Suconsultant Certifying:

Name: Karen Purcell Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 05/27/2021

Email: kpurcell@pkzelectrical.com Phone Number: 775-826-9010

Address: 681 Sierra Rose Drive, Suite B Reno, NV 89511

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Electrical Engineering

**ITEM NO.: J-14
REQUEST CITY COUNCIL DIRECTION
ON THE REQUEST FOR A TEMPORARY
OCCUPANCY PERMIT FOR 3070 HWY
99W**

July 27, 2021

**TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KRISTINA MILLER, CITY MANAGER
ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT**

SUMMARY:

Mr. Katar Singh "Sunny" moved his liquor retail business from a leased building at 3090 Hwy. 99W to the building he owns at 3070 Hwy. 99W which previously was used as a restaurant/bar. This move required a new ABC license and a City of Corning Conditional Use Permit. On August 18, 2020 the Planning Commission approved the Use Permit with eleven (11) conditions including completing all frontage improvements to Hwy. 99W. On April 28, 2021, Mr. Singh applied for his new business license for the new location. At this time Mr. Singh was informed that all the conditions outlined in the Use Permit would need to be met prior to getting his Business License and Certificate of Occupancy for the new location.

Staff has been working with Mr. Singh on reviewing his proposed plans for the needed improvements and have recently deemed the plans complete. Through this process Mr. Singh moved his business and has been unable to open at his new location. Municipal Code requires all improvements be completed prior to the issuance of the Certificate of Occupancy. Mr. Singh has requested that the City provide a temporary occupancy allowing him to open his store while he secures a contractor and completes the needed improvements, (see attached letter).

Staff is asking for Council Direction on the issuance of a Temporary Occupancy Certificate allowing Mr. Singh to open his business as requested. Should the Council approve a temporary occupancy, a decision will also need to be made on the length of time Mr. Singh would have to complete the improvements, Staff suggests not more than 90 calendar days; if Mr. Singh would need to provide the City with a security deposit and if so the amount; and if there would need to be any other conditions incorporated into the Agreement.

RECOMMENDATION:

MAYOR AND CITY COUNCIL:

- 1. DIRECT STAFF TO DRAFT AN AGREEMENT WITH LEGAL COUNSEL AUTHORIZING A TEMPORARY OCCUPANCY CERTIFICATE FOR 3070 HWY. 99W WITH THE RECOMMENDED CONDITIONS AND AUTHORIZE THE CITY MANAGER TO SIGN THE AGREEMENT; OR**
- 2. DIRECT STAFF FOLLOW THE MUNICIPAL CODE AND REQUIRE ALL APPROVED IMPROVMENTS TO BE COMPLETED PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.**

To the City of Corning,

We are requesting for temporary occupancy to run our store at 3070 S 99 W, Corning, CA 96021. We are asking for temporary occupancy to run our store for us to fund the construction work the city of Corning has put together. We have met with Robin Kampmann P.E., from the city this past Wednesday on July 14 to proceed with the constructed plans with approval from the city. Please grant us temporary occupancy so we can continue with the aforementioned plans. Our store has been closed for 3 months and we have been struggling to make ends meet. We have been paying our employees in fear that they may leave the store if they are not being paid. In this economic state the country has been in, this is a very real fear as everyone has to make money to help their respective families. We are asking and pleading to please allow temporary occupancy to run our store so we can fund the construction to comply with the city.

Best Regards,

Katar "Sunny" Singh

7-19-21

Liquor Warehouse

3070 S 99 W,

Corning, CA 96021



August 19, 2020

Kartar Singh
3070 HWY 99W
Corning, CA 96021

Re: Notice of Planning Commission Decision-Use Permit No.2020-291

Dear Mr. Singh,

The Corning Planning Commission, at a duly notice public hearing conducted on August 18, 2020 approved your application for Use Permit No. 2020-291 with the following conditions of approval:

Condition #1-COMPLY WITH ABC

The applicant must comply with the requirements of the Alcoholic Beverage Control (ABC) and be issued a license prior to the sale of alcohol at the business known as Liquor Cabinet II in the new location of 3070 Highway 99W.

Condition #2- COMPLIANCE WITH ALL LAWS

The applicant must comply with all local, state, and federal regulations especially those imposed by the City of Corning's Building and Fire Departments as well as the Tehama County Environmental Health Department.

Condition #3- COMPLIANCE WITH SIGN REGULATIONS

Comply with the City of Corning Outdoor Advertising Sign Regulations.

Condition #4- BUILDING PERMITS AND CERTIFICATE OF OCCUPANCY

Prior to remodeling the interior of the building, the applicant must obtain a building permit and prior to occupying the building obtain a certificate of occupancy from the City of Corning Building Department.

Condition #5- ENCROACHMENT PERMIT

Prior to the issuance of Use Permit 2020-291, and the commencement of any type of light industrial activity associated with the Use Permit, the applicant must obtain an encroachment permit from the City of Corning Public Works Department to complete frontage improvements, including but not limited to roadway widening and the placement of curb, gutter and sidewalk along the entire frontage of the property along Highway 99 W.

Condition #6- HIGHWAY 99W SPECIFIC PLAN DESIGN GUIDELINES

The applicant must comply with the applicable Highway 99W Corridor Specific Plan Design Guidelines, which include but are not limited to, curb, gutter, sidewalk, and landscaping requirements. Improvement plans for proposed improvements, for both onsite and offsite improvements, shall be submitted to the City of Corning Public Works Department for review and approval.

Condition #7- COMPLIANCE WITH ADA PARKING REQUIREMENTS AND PAVE PARKING

The Planning Commission approval is subject to appeal for a period of 10 calendar days. Once the appeal period has passed (and provided the approval is not appealed to the City Council) we will arrange to meet with you so that you may sign and receive the approved use permit.

Prior to issuance of Use Permit 2020-291, the applicant must pave at least 8 spaces and appropriately mark one handicap accessible parking spaced in compliance with the Americans with Disability Act in the front of the building.

Condition #8 TERMINATE OPERATIONS AT FORMER LOCATION

Upon receipt of the certificate of occupancy for the new location of 3070 Highway 99W, the former location of Liquor Cabinet #2 at 3090 Highway 99W must terminate operations as a liquor store within sixty days.

Condition # 9 PARKING LOT LANDSCAPE & LIGHTING PLAN

Prior to the issuance of Use Permit 2020-291 and the commencement of any type of commercial activity associated with the Use Permit the applicant must submit a landscaping and exterior lighting plan for the front of the building. The landscape plan must include an irrigation system and both plans must be submitted to the Planning Director for approval.

CONDITION #10 - LANDSCAPE & LIGHTING INSTALLATION & MAINTENANCE Within one month of the issuance of the Use Permit the applicant must install the irrigation system, landscaping and lighting per the approved plans. The applicant, or his successor, must maintain the landscape and lighting on a weekly basis throughout the duration of the Use Permit.

Condition #11 -ANNUAL REVIEW

The Use Permit will be scheduled for review by the City of Corning Planning Commission at the regular scheduled meeting on August of 2021. The review will allow the Planning Commission to add additional conditions of approval, if warranted.

Please call if you have any questions.

Chrissy Meeds
Planner 1