



**CITY COUNCIL  
CLOSED SESSION AGENDA  
TUESDAY, JANUARY 11, 2022  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

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

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

**A. CALL TO ORDER: 5:30 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. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

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

**Property: APN: 071-131-001-000**

**Agency Negotiator: Kristina Miller, City Manager**

**Negotiating Parties: City and adjacent property owner.**

**Under Negotiation: Terms of use of the property.**

**2. 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**

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:**

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**CITY OF CORNING  
CITY COUNCIL MEETING AGENDA  
TUESDAY, JANUARY 11, 2022  
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**A. CALL TO ORDER: 6:30 p.m.**

**B. ROLL CALL:**

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

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

**D. INVOCATION: Led by Councilor Burnett.**

**E. PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:**

- 1. Proclamation: January 2022 – Human Trafficking Prevention and Awareness Month.** Present to accept the Proclamation will be Empower Tehama Domestic Violence Victims Advocate Maggie Michael.
- 2. Proclamation: January 2022 – National Stalking Awareness Month.** Present to accept the Proclamation will be Empower Tehama Domestic Violence Victims Advocate Maggie Michael.

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

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

- 3. Waive reading, except by title, of any Ordinance under consideration at this meeting for either introduction or passage, per Government Code Section 36934.**
- 4. Waive the reading and approve the Minutes of the December 14, 2021 Closed Session and Regular City Council Meeting with any necessary corrections:**
- 5. January 5, 2022 Claim Warrant in the amount of \$554,999.80.**
- 6. January 5, 2022 Business License Report.**
- 7. December 2021 Wages & Salaries: \$549,574.74.**
- 8. December 2021 Treasurer's Report.**
- 9. December 2021 Building Permit Valuation Report in the amount of \$3,083,480**
- 10. December 2021 City of Corning Wastewater Operations Summary Report.**
- 11. Authorize Payment for Invoices 21-216745-06 and 21-216746-05 in the amounts of \$22,366.20 and \$2,664.00, respectively under Task Order "C" to Armstrong Consultants.**

12. Authorize Payment of Invoice #2255 in the amount of \$1,516.45 to R.E.Y. Engineers for the West Street School ATP Connectivity Project for Engineering and Environmental Services.
13. Authorize Payment of Invoice #22558 in the amount of \$10,091.89 to R.E.Y Engineers for the Olive View School ATP Connectivity Project for Engineering and Environmental Services.

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

I. **REGULAR AGENDA:**

14. Approve Wastewater Treatment Plant Operations Contract Extension with Inframark for a One-Year Term through December 31, 2022.
15. Request City Council Direction on the Purchasing of a Programmable Sign(s)
16. Approve Plans and Specifications and Authorize Staff to Solicit Bids for the Northside Park Tennis Court/Pickleball Court Resurfacing Project
17. Direct Staff to Purchase Playground Equipment for Children's Park based on Two Options
18. Adopt Inclement Weather Field Use Policy and Consider Request for Soccer Field Use in the Winter
19. Consider Creation of a Proposition 68 Recreation Center and City Plaza Design Ad-Hoc Committee
20. Consider Remote or In-Person Meetings in-light of the COVID-19 Omicron Variant and Recent Increase in Cases

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, JANUARY 7, 2022**

# PROCLAMATION

January 2022

## “Human Trafficking Prevention and Awareness Month”

**WHEREAS** the United States was founded upon the principle that all people are created with the unalienable right to freedom, and the 13<sup>th</sup> Amendment to the Constitution makes slavery illegal.

**WHEREAS** human trafficking is modern-day slavery, claiming nearly 40 million victims worldwide, and found in the United States most often in the form of sexual exploitation, forced labor, involuntary servitude, and debt bondage; and

**WHEREAS** this horrific crime denies human dignity and freedom, fuels organized crime, and exists in our Nation, our State, and our own Community.

**WHEREAS** although awareness of this crime is growing, human trafficking continues to go unreported due to its isolating nature, misunderstanding of its definition, and the lack of awareness about its indicators.

**WHEREAS** increased community education on how to identify victims of human trafficking, as well as knowledge of available resources and services for those affected by this crime can help to restore freedom and dignity to survivors and diminish the number of future victims.

**WHEREAS** every business, community organization, faith community, family and individual can make a difference by choosing products not made by forced labor; working to protect our young people from sexual exploitation; addressing the problem of internet sex trafficking and pornography; and by acknowledging the problem and working toward solutions.

**WHEREAS** the City of Corning joins Empower Tehama in their dedication to providing community outreach and education, legislative advocacy, training, promotion of services to survivors of human trafficking, and collaboration with law enforcement.

**NOW, THEREFORE BE IT RESOLVED** that I, Robert Snow, as Mayor of the City of Corning, do hereby proclaim January 2022 as Human Trafficking Prevention Month in the City of Corning. I encourage all citizens to become more informed of this growing problem, to be vigilant and report suspicious activity, and to work towards solutions to end trafficking in all its forms in our community. If you observe behavior that indicates possible human trafficking, contact the National Human Trafficking Hotline at 888-373-7888.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 11<sup>th</sup> day of January 2022.

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Robert Snow, Mayor

ATTEST:

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Lisa M. Linnet, City Clerk

# PROCLAMATION

January 2022

## “NATIONAL STALKING AWARENESS MONTH PROCLAMATION”

**WHEREAS** under the laws of all fifty States, the U.S. Territories, the District of Columbia, and Federal Government, stalking is a crime.

**WHEREAS** 6 - 7.5 million people are stalked in a one-year period in the United States, and the majority of victims are stalked by someone they know; and,

**WHEREAS** 3 in 4 women killed by an intimate partner have been stalked by that intimate partner.

**WHEREAS** many stalking victims lose time from work and experience serious psychological distress and lost productivity at a much higher rate than the general population; and

**WHEREAS** many stalking victims are forced to protect themselves by relocating, changing their identities, changing jobs, and obtaining protection orders.

**WHEREAS** many stalkers use technology – such as cell phones, global positioning systems (GPS), cameras, and spyware to monitor and track their victims.

**WHEREAS** criminal justice systems can enhance their responses to stalking by regular training and assertive investigation and prosecution of the crime; and

**WHEREAS** laws and public policies must be continually adapted to keep pace with new tactics used by stalkers; and,

**WHEREAS** communities can better combat stalking by adopting multidisciplinary responses by teams of local agencies and organizations, and by providing more and better victim services;

**WHEREAS**, the Empower Tehama is joining forces with Victim Service providers, Criminal Justice Officials, and concerned Citizens throughout Tehama County and the United States to observe National Stalking Awareness Month.

**NOW, THEREFORE BE IT RESOLVED** that I, Robert Snow, as Mayor of the City of Corning, do hereby proclaim January 2022 as **STALKING AWARENESS MONTH** in the City of Corning. I applaud the efforts of the many victim service providers and encourage all citizens to become more informed of this growing problem, to be vigilant and report suspicious activity, and to work towards solutions to end stalking in all its forms in our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Corning to be affixed this 11<sup>th</sup> day of January 2022.

---

Robert Snow., Mayor

**ATTEST:**

---

Lisa M. Linnet, City Clerk



Item #: G-4

**SPECIAL CITY COUNCIL  
CLOSED SESSION MINUTES  
TUESDAY, DECEMBER 14, 2021  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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**A. CALL TO ORDER: 5:30 p.m.**

**B. ROLL CALL:**

**Council:**

**Dave Demo**

**Karen Burnett**

**Shelly Hargens**

**Jose "Chuy" Valerio**

**Mayor:**

**Robert Snow**

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

**C. PUBLIC COMMENTS:**

**D. REGULAR AGENDA:**

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

**Property: APN: 071-131-001-000**

**Agency Negotiator: Kristina Miller, City Manager**

**Negotiating Parties: City and adjacent property owner.**

**Under Negotiation: Terms of use of the property.**

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

**Properties: APN: 071-136-001-000, 071-136-002-000, 071-136-003-000, 071-136-004-000, 071-136-005-000, 071-136-006-000, 071-136-007-000, 071-136-008-000, 071-136-009-000, 071-136-010-000, 071-136-011-000**

**Agency Negotiator: Kristina Miller, City Manager**

**Negotiating Parties: City and Felix Bill Family LTD, Hildebrandt Family Trust, and Conway Revocable Trust**

**Under Negotiation: Price and Terms**

Mayor Snow reported that Direction was provided to staff in terms of Agency Items #1 and #2.

**E. ADJOURN TO REGULARLY SCHEDULED CITY COUNCIL MEETING AND REPORT ON CLOSED SESSION:**



**CITY OF CORNING  
CITY COUNCIL MEETING MINUTES  
TUESDAY, DECEMBER 14, 2021  
CITY COUNCIL CHAMBERS  
794 THIRD STREET**

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

B. **ROLL CALL:**

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

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

D. **INVOCATION:** Led by Councilor Burnett.

E. **PROCLAMATIONS, RECOGNITIONS, APPOINTMENTS, PRESENTATIONS:** None

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

G. **CONSENT AGENDA:** Valerio/Burnett

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 the November 23, 2021 City Council Closed Session and Regular Council Meeting with any necessary corrections:
3. December 8, 2021 Claim Warrant in the amount of \$350,337.19.
4. December 8, 2021 Business License Report.
5. November 2021 Wages & Salaries: \$492,717.85
6. November 2021 Treasurer's Report.
7. November 2021 Building Permit Valuation Report in the amount of \$292,342.
8. November 2021 City of Corning Wastewater Operations Summary Report.
9. Authorize payment of invoice #22455 in the amount of \$11,436.12 to R.E.Y. Engineers for the West Street School ATP Connectivity Project Engineering and Environmental Services.
10. Authorize payment of invoice #22456 in the amount of \$6,204.02 to R.E.Y. Engineers for the Olive View School ATP Connectivity Project Engineering and Environmental Services.
11. Approve Addendum #3 and hourly rate increase for Agreement Between the City and NorthStar for Public Works Consultant Services.
12. Authorize payment to Armstrong Consultants Inc. in the amount of \$20,179.80 for Invoice 21-216745-05 under Task Order B (Airport Master Plan); and \$5,328 for invoice 21-216746-04 under Task Order C (Airport Pavement Maintenance Management Plan).

Council member Valerio moved to approve consent items 1-12; Council member Burnett seconded the motion. 5-0 approved. 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:**

**I. PUBLIC HEARINGS AND MEETINGS:**

**J. REGULAR AGENDA:**

- 13. Review Mayor's recommendations and appoint Vice Mayor and City Representatives to various Commissions/Committees.** City Manager Miller presented the Mayor's recommendations. Vice Mayor Demo motioned to approve the recommendations and appoint Vice Mayor and City Representatives to various Commissions/Committees as presented. Council member Burnett seconded the motion. Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.
- 14. Adopt Resolution 12-14-2021-01 accepting the 2021/22 California Citizen's Options for Public Safety (COPS) Grant in the amount of \$100,000.** Police Chief Fears presented the COPS grant and provided background information. Mayor Snow clarified this is a reoccurring grant and the City will not be hiring an additional officer. Council member Burnett Motioned to adopt Resolution 12-14-2021-01 accepting the 2021/22 California Citizen's Options for Public Safety (COPS) Grant in the amount of \$100,000. Vice-Mayor Demo seconded the motion. Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.
- 15. Adopt Resolution 12-14-2021-02 accepting a portion of the California Citizen's Options for Public Safety (COPS) Grant overage.** Police Chief Fears presented the COPS grant and provided background information to utilize unencumbered funds in the amount of \$3,326.18 to purchase new interrogation room equipment specifically for the Police Department. Vice Mayor Demo motioned to adopt Resolution 12-14-2021-02 accepting a portion of the California Citizen's Options for Public Safety (COPS) Grant overage. Council member Hargens seconded the motion. Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote.
- 16. Adopt Resolution 12-14-2021-03 and authorize the City Clerk to record Tax Liens on 115 properties for delinquent water and/or sewer service accounts in the combined total amount of \$148,921.73.** City Manager Miller presented there are 118 properties delinquent totaling \$138,665.47, not \$148,921.73 as listed on the agenda. While the City expects some grant funding will be made available, Staff is concerned with the level of bad debt. Should grants or payments be made the liens would be released in whole or in part depending on the amount received. The City Clerk is requesting City Council authorization to record liens on 118 individual properties in Corning to secure payment of delinquent water and/or sewer fees as allowed in the City's Municipal Code. Council member Demo expressed concern that some of the amounts owed were rather small sums. After much discussion, Vice Mayor Demo motioned to Adopt Resolution 12-14-2021-03 and authorize the City Clerk to record Tax Liens on properties for delinquent water and/or sewer service accounts owing \$200.00 or more. Council member Valerio seconded the motion. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote. Clarification was provided by the City Council that the policy going forward was for liens to not be placed unless \$200.00 or more is owed.
- 17. Approve Agreement with the Paskenta Band of Nomlaki Indians for the City to Provide Independent Contractor Services for the Implementation of the Corning Recreation Program.** City Manager Miller presented a six-month extension agreement with the Paskenta Band of Nomlaki Indians to June 30, 2022 in the amount of \$60,000 to support the recreation program. At that point, the City will assume 100% of recreation program costs. Council member Burnett motioned to approve the Agreement with the Paskenta Band of Nomlaki Indians for the City to Provide Independent Contractor Services for the Implementation of the Corning Recreation Program. Council member Hargens seconded the motion. Ayes: Snow, Demo, Burnett, Valerio, and Hargens. Absent/Abstain/Opposed: None. Motion was approved by a 5-0 vote. There was



Item #: 4-5



# MEMORANDUM

**TO:** HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM:** LORI SIMS  
ACCOUNTING TECHNICIAN

**DATE:** January 5, 2022

**SUBJECT:** Cash Disbursement Detail Report for the  
Tuesday January 11, 2022 Council Meeting

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**PROPOSED CASH DISBURSEMENTS FOR YOUR APPROVAL CONSIST OF THE FOLLOWING:**

A.	Cash Disbursements	Ending 12-21-21	\$	90,452.18
B.	Payroll Disbursements	Ending 12-16-21	\$	84,370.11
C.	Cash Disbursements	Ending 12-30-21	\$	49,271.21
D.	Payroll Disbursements	Ending 12-30-21	\$	120,112.81
E.	Cash Disbursements	Ending 01-05-22	\$	210,793.49

**GRAND TOTAL \$ 554,999.80**

REPORT.: Dec 21 21 Tuesday  
 RUN....: Dec 21 21 Time: 16:31  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 12-21 thru 12-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
032190	12/09/21	KIN14	KINETICS ACADEMY OF DANCE	735.00	211015A	REC INSTRUCTOR-
032191	12/14/21	BAK01	BAKER AND TAYLOR	51.92	501740999	BOOKS/PERIODICS-LIBRARY
032192	12/14/21	BIG02	BIG VALLEY SANITATION, IN	205.00	95333	CLEANING CONTRACT-STR
032193	12/14/21	BPR00	BPR CONSULTING GROUP	1000.00	44	PROF SVCS-BLD & SAFETY
032194	12/14/21	CAR12	CARREL'S OFFICE SOLUTIONS	15.77	AR40560	MAT & SUPPLIES-LIBRARY
032195	12/14/21	COM06	COMCAST	13.19	211209	COMMUNICATIONS-PW ADMIN
032196	12/14/21	DOW01	DOWN RANGE	267.39	502812	UNIFORMS/CLOTH-POLICE
032197	12/14/21	ECO05	ECORP CONSULTING, INC.	620.00	95091	PROF SVCS-PLANNING
032198	12/14/21	HIN01	HINDERLITER, DE LLAMAS &	300.00	SIN013395	PROF SVCS-FINANCE
032199	12/14/21	HOL04	HOLIDAY MARKET #32	5.86	320121265	MAT & SUPPLIES-BLD MAINT
				198.53	320321866	MAT & SUPPLIES-CITY COUNCIL
			Check Total.....	204.39		
032200	12/14/21	KIN14	KINETICS ACADEMY OF DANCE	300.00	211213	REC INSTRUCTOR-REC
032201	12/14/21	LAU01	LAUREL AG & WATER	95.56	013914	MAT & SUPPLIES-WTR
032202	12/14/21	NOR15	NORTHERN CALIFORNIA GLOVE	280.91	545195	MAT & SUPPLIES-
032203	12/14/21	PAC29	PACE ANALYTICAL SERVICES,	162.40	211211728	PROF SVCS-WTR DEPT
032204	12/14/21	PGE01	PG&E	609.30	211210	ELECT-LENNOX FIELDS
032205	12/14/21	QUI02	QUILL CORPORATION	46.31	21334864	OFFICE SUPPLIES-FIRE
				68.95	21374125	MAT & SUPPLIES-FIRE
			Check Total.....	115.26		
032206	12/14/21	REY01	REYNOLDS, DONALD C.P.A	5000.00	28802	PROF SVCS-FINANCE
032207	12/14/21	SCH01	LES SCHWAB TIRE CENTER	2164.15	611004142	EQUIP MAINT-
032208	12/14/21	SCP00	SCP DISTRIBUTORS LLC	1431.36	SN074287	MAT & SUPPLIES-WTR
				-360.00	SN074398C	MAT & SUPPLIES-WTR
			Check Total.....	1071.36		
032209	12/14/21	SWR01	SWRCB	3326.00	WD0193034	RW2QCB ANNUAL PERMIT-WWTP
032210	12/14/21	DEP12	DEPT OF JUSTICE	93.00	547953	PROF SVCS-POLICE
032211	12/14/21	RON05	RON'S BODY SHOP	552.35	7835	VEH OP/MAINT-POLICE
				6182.36	7836	VEH OP/MAINT-POLICE
			Check Total.....	5734.71		
032212	12/14/21	VER02	VERIZON WIRELESS	228.06	989407363	PROP 30-MDC
032213	12/16/21	ATT13	AT&T	764.41	211211	COMMUNICATIONS-DISPATCH
032214	12/16/21	GRE06	GREG'S HEATING & A/C	125.00	23797	BLD MAINT-FIRE
032215	12/16/21	INT15	INTERWEST CONSULTING GROU	172.50	52653	PROF SVCS-BLD & SAFETY
				630.00	69567	SB2-PROF SVCS SB2-PLANNING
				731.25	73065	SB2-PROF SVCS SB2-PLANNING
				1380.00	74356	SB2-PROF SVCS SB2-PLANNING
			Check Total.....	2913.75		
032216	12/16/21	LEE00	LEE, JACQUELINE PATTON	255.00	211216	REC INSTRUCTOR-REC
032217	12/16/21	SMA02	SMART SOURCE OF CALIFORNI	331.33	0006284	OFFICE SUPPLIES-FINANCE
032218	12/16/21	SUN16	SUNBEAM SOLAR OPERATIONS	7980.27	158230	ELECT-
032219	12/16/21	THO07	THOMSON REUTERS	775.80	614546437	TRAINING/ED-POLICE
032220	12/20/21	AWA01	AWARDS COMPANY	337.84	21777	MAT & SUPPLIES-CITY COUNCIL
032221	12/20/21	BEN06	BEN'S TRUCK & EQUIPMENT,	120.05	150595	EQUIP MAINT-
032222	12/20/21	COR11	CORNING SAFE & LOCK	28.02	9145	MAT & SUPPLIES-AIRPORT
032223	12/20/21	CRO05	CROSS PETROLEUM	2079.61	CL16062	MAT & SUPPLIES-
				1385.21	CL16063	VEH OP/MAINT-
			Check Total.....	3464.82		
032224	12/20/21	DOW01	DOWN RANGE	160.86	504190	UNIFORMS/CLOTH-POLICE
				337.78	505052	UNIFORMS/CLOTH-POLICE
			Check Total.....	498.64		
032225	12/20/21	GRA02	GRAINGER, W.W., INC	76.81	915293380	MAT & SUPPLIES-STR

REPORT.: Dec 21 21 Tuesday  
 RUN....: Dec 21 21 Time: 16:31  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 12-21 thru 12-21 Bank Account.: 1020

PAGE: 002  
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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
032226	12/20/21	HOL04	HOLIDAY MARKET #32	393.12	003204226	MAT & SUPPLIES-
032227	12/20/21	JEF02	JEFF'S TRUCK SERVICE & PO	144.10	248488	BLD MAINT-POLICE
032228	12/20/21	NOR15	NORTHERN CALIFORNIA GLOVE	278.00	545495	MAT & SUPPLIES-
032229	12/20/21	PAC29	PACE ANALYTICAL SERVICES,	162.40	211236126	PROF SVCS-WTR DEPT
				52.70	211236728	PROF SVCS-WTR DEPT
			Check Total.....:	215.10		
032230	12/20/21	PEN01	PENDERGRAFT, JAMES	60.00	210709	PANT REIMBURSEMENT-PW ADMIN
				30.00	211211	PANT REIMBURSEMENT-PW ADMIN
			Check Total.....:	90.00		
032231	12/20/21	PGE01	PG&E	26929.04	211214	Electricity General City-
				1573.89	211215	ELECT-CLARK PARK WELL
			Check Total.....:	28502.93		
032232	12/20/21	PGE09	PG&E	205.99	211215	ELECT-STONEFOX L&L-Z1, D2
032233	12/20/21	PGE2A	PG&E	43.07	211215	ELECT-BLUE HERON CT
032234	12/20/21	QUI02	QUILL CORPORATION	679.76	21724643	OFFICE SUPPLIES-
032235	12/20/21	REY05	R.E.Y. ENGINEERS, INC.	1516.45	22556	PROF SVCS ADMIN-ATP-WEST ST
				10091.89	22558	PROF SVCS ADMIN-ATP-OLIVE VIEW
			Check Total.....:	11608.34		
032236	12/21/21	COM01	COMPUTER LOGISTICS, INC	3060.00	83027	EQUIP MAINT-
032237	12/21/21	CRE03	CREATIVE PRODUCT SOURCE,	294.69	CPI092811	TRAINING/ED-FIRE
032238	12/21/21	DOW01	DOWN RANGE	268.60	505252	UNIFORMS/CLOTH-POLICE
032239	12/21/21	GAY02	GAYNOR TELESYSTEMS, INC	50.00	000040434	PROF SVCS-CITY CLERK
032240	12/21/21	HOL04	HOLIDAY MARKET #32	6.99	003204228	MAT & SUPPLIES-BLD MAINT
032241	12/21/21	OFF01	OFFICE DEPOT, INC.	264.80	214546686	OFFICE SUPPLIES-DISPATCH
032242	12/21/21	PGE2B	PG&E	521.62	8065239-9	SOLAR-WWTP
032243	12/21/21	QUI02	QUILL CORPORATION	34.47	21559028	OFFICE SUPPLIES-FIRE
032244	12/21/21	XER00	XEROX CORPORATION	25.49	015089070	EQUIP MAINT-DISPATCH
032245	12/21/21	CHI14	CHICO STATE ENTERPRISES	2500.00	SP006142	GIS SUPPORT-PLANNING
			Cash Account Total.....:	90452.18		
			Total Disbursements.....:	90452.18		
			Cash Account Total.....:	.00		

REPORT.: Dec 21 21 Tuesday  
 RUN....: Dec 21 21 Time: 16:31  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 12-21 thru 12-21 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12907	12/16/21	BAN03	POLICE OFFICER ASSOC.	300.00	C11214	POLICE OFFICER ASSOC
12908	12/16/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C11214	WITHHOLDING ORDER
12909	12/16/21	EDD01	EMPLOYMENT DEVELOPMENT	5924.19 1694.11	C11214 1C11214	STATE INCOME TAX SDI
			Check Total.....	7618.30		
12910	12/16/21	FED00	FEDERAL PAYROLL TAXES (EF	15549.57 18451.60 4315.26	C11214 1C11214 2C11214	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	38316.43		
12911	12/16/21	ICM01	ICMA RETIREMENT TRUST-457	4035.08 185.00	C11214 1C11214	ICMA DEF. COMP ICMA DEF. COMP ER PD
			Check Total.....	4220.08		
12912	12/16/21	PERS1	PUBLIC EMPLOYEES RETIRE	25089.20	C11214	PERS PAYROLL REMITTANCE
12913	12/16/21	PERS4	Cal Pers 457 Def. Comp	3020.59 497.50	C11214 1C11214	PERS DEF. COMP. PERS DEF. COMP. ER P
			Check Total.....	3518.09		
12914	12/16/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C11214	WageOrder F#20000149
12915	12/16/21	VAL06	VALIC	1206.30 172.50	C11214 1C11214	AIG VALIC P TAX AIG VALIC P TAX ER P
			Check Total.....	1378.80		
12916	12/16/21	\BAN4	BANNER BANK-323371076	1050.00 459.86	C11214 1C11214	BANNER BANK-SAVINGS HSA DEDUCTIBLE
			Check Total.....	1509.86		
12917	12/16/21	\CCB1	CORNERSTONE COMMUNITY BAN	50.00 50.00 100.00	C11214 1C11214 2C11214	CORNERSTONE CMTY BNK CORNERSTONE CMTY BNK CORNERSTONE CMTY BNK
			Check Total.....	200.00		
12918	12/16/21	\OECU	OPER ENG FED CU-321176260	220.00	C11214	CREDIT UNION SAVINGS
12919	12/16/21	\WEL1	WELLS FARGO - 121042882	1750.00	C11214	WELLS FARGO
			Cash Account Total.....	84370.11		
			Total Disbursements.....	84370.11		

REPORT.: Dec 30 21 Thursday  
 RUN...: Dec 30 21 Time: 12:17  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 12-21 thru 12-21 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
032246	12/29/21	EC005	ECORP CONSULTING, INC.	202.50	95256	PROF SVCS-PLANNING
032247	12/29/21	HOM03	HOME DEPOT	14.56	3021915	MAT & SUPPLIES-
				81.60	5024732	MAT & SUPPLIES-COMM EVENTS
				527.93	6024541	MAT & SUPPLIES-
			Check Total.....:	624.09		
032248	12/29/21	LCN01	LN CURTIS & SONS	233.02	INV553345	MAT & SUPPLIES-FIRE
				2482.56	INV553734	SAFETY ITEMS-FIRE
			Check Total.....:	2715.58		
032249	12/29/21	NOR03	NCCSIF	42658.75	2460	WORKMENS COMP-GEN CITY
032250	12/30/21	BRA03	BRASIER, DEL	225.00	211230	SAFETY ITEMS-PW ADMIN
032251	12/30/21	DEM03	DEMO, CHRIS	225.00	211230	SAFETY ITEMS-PW ADMIN
032252	12/30/21	GRO00	GROOTVELD, TROY	225.00	211230	SAFETY ITEMS-PW ADMIN
032253	12/30/21	HIL19	HILL, MICHAEL	225.00	211230	SAFETY ITEMS-PW ADMIN
032254	12/30/21	MOS03	MOSHER, JEREMY	225.00	211230	SAFETY ITEMS-PW ADMIN
032255	12/30/21	PEN01	PENDERGRAFT, JAMES	225.00	211230	SAFETY ITEMS-PW ADMIN
032256	12/30/21	RIO00	RIOS, DOMINGO HENRY	225.00	211230	SAFETY ITEMS-PW ADMIN
032257	12/30/21	ROB04	ROBBINS, RON	225.00	211230	UNIFORMS/CLOTH-POLICE
032258	12/30/21	WHI06	WHITE, BRETT	225.00	211230	SAFETY ITEMS-PW ADMIN
032259	12/30/21	PRE07	PRECISION WIRELESS SERVIC	900.00	38915	EQUIP MAINT-FIRE DISPATCH
032260	12/30/21	\M149	MAYRA MADRIGAL	37.16	000C11201	MQ CUSTOMER REFUND FOR MAD0031
032261	12/30/21	\M150	RODRIGO MUNOZ	50.00	000C11201	MQ CUSTOMER REFUND FOR MUN0015
032262	12/30/21	\T038	ROBERT THAYER	58.13	000C11201	MQ CUSTOMER REFUND FOR THA0045
			Cash Account Total.....:	49271.21		
			Total Disbursements.....:	49271.21		
			Cash Account Total.....:	.00		

REPORT.: Dec 30 21 Thursday  
 RUN...: Dec 30 21 Time: 12:17  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report - Payroll Vendor Payment(s)  
 Check Listing for 12-21 thru 12-21 Bank Account.: 1025

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
12924	12/30/21	BAN03	POLICE OFFICER ASSOC.	300.00	C11228	POLICE OFFICER ASSOC
12925	12/30/21	CAL37	CALIFORNIA STATE DISBURSE	138.46	C11228	WITHHOLDING ORDER
12926	12/30/21	EDD01	EMPLOYMENT DEVELOPMENT	5005.72 1375.86	C11228 1C11228	STATE INCOME TAX SDI
			Check Total.....	6381.58		
12927	12/30/21	FED00	FEDERAL PAYROLL TAXES (EF	13616.03 15465.78 3617.02	C11228 1C11228 2C11228	FEDERAL INCOME TAX FICA MEDICARE
			Check Total.....	32698.83		
12928	12/30/21	PERS1	PUBLIC EMPLOYEES RETIRE	25576.12	C11228	PERS PAYROLL REMITTANCE
12929	12/30/21	PERS4	Cal Pers 457 Def. Comp	375.00	C11228	PERS DEF. COMP.
12930	12/30/21	TEH16	TEHAMA COUNTY SHERIFF'S O	110.89	C11228	WageOrder F#20000149
12931	12/30/21	VAL06	VALIC	100.00	C11228	AIG VALIC P TAX
12932	12/30/21	\BAN4	BANNER BANK-323371076	1050.00	C11228	BANNER BANK-SAVINGS
12933	12/30/21	\CCB1	CORNERSTONE COMMUNITY BAN	50.00 50.00 100.00	C11228 1C11228 2C11228	CORNERSTONE CMTY BNK CORNERSTONE CMTY BNK CORNERSTONE CMTY BNK
			Check Total.....	200.00		
12934	12/30/21	\OECU	OPER ENG FED CU-321176260	150.00	C11228	CREDIT UNION SAVINGS
12935	12/30/21	AFL01	AMERICAN FAMILY LIFE	1440.99 189.42	C11231 1C11231	AFLAC INS.PRE TAX AFLAC INS.AFTER TAX
			Check Total.....	1630.41		
12936	12/30/21	BLU02	BLUE SHIELD OF CALIFORNIA	20325.44	C11231	MEDICAL INSURANCE
12937	12/30/21	OEU01	OPERATING ENGINEERS #3	25049.00	C11231	MEDICAL INSURANCE
12938	12/30/21	OEU02	OPERATING ENG. (DUES)	396.00 792.00 567.00 826.00	C11231 1C11231 2C11231 3C11231	UNION DUES MGMNT UNION DUES POLICE UNION DUES DISPATCH UNION DUES-MISC
			Check Total.....	2581.00		
12939	12/30/21	PRI04	PRINCIPAL PLIC-SBD GRAND	2299.23 316.95 829.90	C11231 1C11231 2C11231	DENTAL INSURANCE VISION INSURANCE LIFE INSURANCE
			Check Total.....	3446.08		
			Cash Account Total.....	120112.81		
			Total Disbursements.....	120112.81		

REPORT.: Jan 05 22 Wednesday  
 RUN...: Jan 05 22 Time: 14:58  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 01-22 thru 01-22 Bank Account.: 1020

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 ID #: PY-DP  
 CTL.: COR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
032263	01/03/22	COR07	CORBIN WILLITS SYSTEMS, I	713.43	000C201011	EQUIP MAINT-FINANCE
032264	01/03/22	COR09	CORNING CHAMBER OF COMM.	1000.00	000C201011	CngChamberComm. Economic
032265	01/03/22	DEM02	DEMO, DAVID LEWIS	104.70	000C201011	PROF SVCS-FIRE DEPT
032266	01/03/22	MOO07	MOORE & BOGENER, INC.	5525.00	000C201031	CONSULTING SVCS-LGL SVCS
032267	01/03/22	OCH01	OCHOA CLEANING	4520.73	000C201011	JANITORIAL SERVICES-
032268	01/03/22	PIT01	PITNEY BOWES	183.80	000C201011	Rents/Leases Finance Dept
032269	01/03/22	SCH16	SCHLERETH, DAYMON WAYNE	54.70	000C201011	PROF SVCS-FIRE DEPT
032270	01/04/22	AIR00	AIRGAS USA, LLC	66.56	998549438	MAT & SUPPLIES-FIRE
032271	01/04/22	ATT02	AT&T	1350.96	17521586	COMMUNICATIONS-
032272	01/04/22	ATT15	AT&T MOBILITY	690.84	211219	COMMUNICATIONS-
032273	01/04/22	BAU01	BAUER COMPRESSORS	49627.24	283534	COMPRESSOR-FIRE CAP REPLAC
032274	01/04/22	BDI00	BDI	317.86	950224812	EQUIP MAINT-FIRE
032275	01/04/22	BEH01	BEHAVIORAL ANALYSIS TRAIN	575.00	01042022	TRAINING/ED-POLICE
032276	01/04/22	BEY00	BEYOND TRUST CORPORATION	1519.39	Q4975071	EQUIP MAINT-DISPATCH
032277	01/04/22	BLU01	BLUEGLOBES, LLC.	349.10	004-56740	MAT & SUPPLIES-AIRPORT
032278	01/04/22	CAM02	FERGUSON ENTERPRISES INC.	719.24	1680911	MAT & SUPPLIES-WTR
032279	01/04/22	COR08	CORNING LUMBER CO INC	80.77	211225	MAT & SUPPLIES-
032280	01/04/22	CRO05	CROSS PETROLEUM	666.32 1373.41 526.17	CL16416 CL16417 CL16783	MAT & SUPPLIES- VEH OP/MAINT- VEH OP/MAINT-FIRE
			Check Total.....	2565.90		
032281	01/04/22	DEP03	DEPT OF TRANS/CAL TRANS	1302.56	22005539	Equip.Maint. St&Trf Light
032282	01/04/22	DM001	DM-TECH	119.90	202201011	COMMUNICATIONS-GEN CITY
032283	01/04/22	DOW01	DOWN RANGE	632.67 160.86	506194 509814	UNIFORMS/CLOTH-POLICE UNIFORMS/CLOTH-POLICE
			Check Total.....	793.53		
032284	01/04/22	KIN14	KINETICS ACADEMY OF DANCE	259.50	220103	REC INSTRUCTOR-REC
032285	01/04/22	MCC07	MCCOY'S HARDWARE & SUPPLY	1275.94	211227	MAT & SUPPLIES-
032286	01/04/22	MIS01	MISSION LINEN SUPPLY	219.81	516092194	MAT & SUPPLIES-PARKS
032287	01/04/22	NAP01	NAPA AUTO PARTS	655.85	211224	MAT & SUPPLIES-
032288	01/04/22	PAC29	PACE ANALYTICAL SERVICES,	162.40 162.40	211261128 211280828	PROF SVCS-WTR DEPT PROF SVCS-WTR DEPT
			Check Total.....	324.80		
032289	01/04/22	PES01	PESTMASTER SERVICES, INC.	990.79	328616	TREE/PEST & WEED SPRAY-
032290	01/04/22	PGE01	PG&E	1680.53 574.29	211231 211231A	ELECT- ELECT-
			Check Total.....	2254.82		
032291	01/04/22	PGE04	PG&E	475.94 447.00	211229 211231	TranspFacility- TranspFacility-
			Check Total.....	922.94		
032292	01/04/22	PGE2A	PG&E	190.60 45.95 287.87	211228 211229 211228A	ELECT-MCDONALD,CASSANDRA,SALADO L&L & TOOMES AVE ELECT-CLELAND PROP ELECT-MARTINI PLAZA
			Check Total.....	524.42		
032293	01/04/22	PGE2B	PG&E	9094.53	211224	ELECT-WWTP
032294	01/04/22	QUI02	QUILL CORPORATION	26.15 47.39	21781991 21810830	OFFICE SUPPLIES-FIRE OFFICE SUPPLIES-FIRE
			Check Total.....	73.54		
032295	01/04/22	SWR01	SWRCB	15050.86	LW1036532	REQ PYMTS STATE-WTR
032296	01/04/22	TEH03	TEHAMA COUNTY E.A.C.	45.00	211230	ASSOC DUES-CITY ADMIN
032297	01/04/22	TEH13	TEHAMA CO AUDITOR	262.50	211231	PkngCiteToCnty Police Ser

REPORT.: Jan 05 22 Wednesday  
 RUN....: Jan 05 22 Time: 14:58  
 Run By.: LORI SIMS

CITY OF CORNING  
 Cash Disbursement Detail Report  
 Check Listing for 01-22 thru 01-22 Bank Account.: 1020

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

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
032298	01/04/22	USA01	USA BLUE BOOK	-14.10 60.09	828318C 831185	MAT & SUPPLIES-WTR MAT & SUPPLIES-WTR
			Check Total.....:	45.99		
032299	01/05/22	ATT17	AT&T	80.25	211231	COMMUNICATIONS-FIRE
032300	01/05/22	CEN14	CENTER FOR EVALUATION & R	3645.00	202009	DATA COLL/EVAL-PROP 47 CYCLE 2
032301	01/05/22	COM01	COMPUTER LOGISTICS, INC	1080.00	83079	COMPUTER REPLAC-POLICE
032302	01/05/22	EMP03	EMPOWER TEHAMA	36868.86	11302021	EMPOWER TEHAMA-PROP 47 (2)
032303	01/05/22	GRA02	GRAINGER, W.W., INC	85.38 47.19	916544428 916588589	MAT & SUPPLIES-POOL MAT & SUPPLIES-BLD MAINT
			Check Total.....:	132.57		
032304	01/05/22	INL01	INLAND BUSINESS SYSTEMS	221.67	IN2356642	COMMUNICATIONS-
032305	01/05/22	KOE01	KOEFRAN	250.00	489091	PROF SVCS-ACO
032306	01/05/22	MOO07	MOORE & BOGENER, INC.	1260.00	12573	LGL SVCS-
032307	01/05/22	PGE2A	PG&E	43.48	211224	ELECT-CORNING COMMUNITY PARK
032308	01/05/22	RIV04	RIVER CITIES COUNSELING,	35730.34	756	COUNSELOR-PROP 47 CYCLE 2
032309	01/05/22	S&L00	S & L BREWER ENTERPRISES	250.00	21CORN12	K9 PROGRAM-POLICE
032310	01/05/22	SCH01	LES SCHWAB TIRE CENTER	280.62	00416943	VEH OP/MAINT-POLICE
032311	01/05/22	SWR01	SWRCB	1738.00	SW0223819	SWRCB ANNUAL PERMIT-WWTP
032312	01/05/22	ARM02	ARMSTRONG	22366.20 2664.00	216745-06 216746-05	AIRPORT 21 TASK B-AIRPORT (ALP UPDATE) AIRPORT 21 TASK C-AIRPORT (PMMP)
			Check Total.....:	25030.20		
			Cash Account Total.....:	210793.49		
			Total Disbursements.....:	210793.49		

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Item#: G-6

Date.: Jan 5, 2022  
Time.: 3:11 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
BRIAN HUGHES CONSTRU	267 BELL LANE	QUINCY, CA 95971	GENERAL CONTRACTOR	12/10/21
CORNING EYE CARE	400 SOLANO ST	CORNING, CA 96021	OPTOMETRIST OFFICE	12/30/21
GRAY AREA HVAC LLC	2920 CLARK RD SPC 36	OROVILLE, CA 95965	HEATING & AIR CONDITIONING SALES & SERVI	01/04/22
HOBBS ELECTRIC	2205 HILLTOP DR #144	REDDING, CA 96002	ELECTRICAL CONTRACTOR	12/20/21

Item # 4-8

**CITY OF CORNING**  
**TREASURER'S REPORT**

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**DECEMBER 2021**

<b><u>AGENCY</u></b>		<b><u>BALANCE</u></b>	<b><u>RATE</u></b>
Local Agency Investment Fund	\$	9,082,611.04	0.24%

Respectfully submitted:

Laura L. Calkins  
City Treasurer



# Monthly Permit Report

Item #: 6-9

12/1/2021 - 12/31/2021

Permit #	Permit Date	Main Status	Parcel #	Parcel Address	Owner Name	Owner Address	Owner City	Owner Zip	Permit Type	Project Description	Project Cost
21347	12/30/2021	Online Application							Fence	Build fence in front of the house.	\$1,000
21346	12/30/2021	Online Application	073-290-011-000	390 CLEAR CREEK STREET	Alarcon Ezequiel Maldonado ETAL	1216 East St. #2	Orland	95963	Solar	5.6 KW ROOF MOUNT SOLAR SYSTEM	\$31,640
21345	12/28/2021								Plumbing	WH CO	\$15,548
21344	12/23/2021	Online Application							Electrical	Install Metered Pedestal and Comcast Service node	\$5,795
21343	12/22/2021	Online Application	071-180-004-000	1092 TOOMES AVE	LINCE, MAURO ETAL	24201 LOLETA AVENUE	Corning	96021	Solar	Roof mounted PV solar system/ Main panel upgrade	\$29,492
21342	12/22/2021	Online Application	087-050-069-000	2120 SOUTH AVE	LOVES COUNTRY STORES OF CA	% RYAN LLC	BANK OF AMERICA CENTER 15 W 6TH ST STE 2400		Tenant Improvement	Interior Remodel to Add Fresh Kitchen and prep area, revise coffee bar, deli island and equipment. Remodel Restrooms, remove employee restrooms. Add Godfather's pizza.	\$600,000
21341	12/20/2021	ISSUED	073-010-019-000	400 SOLANO ST	ROBERTSON, TIMOTHY W & DIANA M	400 SOLANO ST	CORNING CA 96021			fire life safety , for city lic.	\$0
21340	12/20/2021	ISSUED	073-200-049-000	471 HYLAND DR	WILLIAMS, ROXANNE	471 HYLAND DRIVE	CORNING CA 96021		Mechanical	C/O LIKE FOR LIKE 2 TON	\$5,452

21339	12/17/2021	ISSUED	071-250-031-000	2151 FIG LN	MAYWOOD ASSOCIATES LTD % P A M COMPANIES	P O BOX 1570	LODI	95241	HVAC	Replace/Install 60K BTU heater	\$3,045
21338	12/17/2021	approved " FEES DUE "	071-250-031-000	2151 FIG LN	MAYWOOD ASSOCIATES LTD % P A M COMPANIES	P O BOX 1570	LODI	95241	Mechanical	Replace 60K BTU furnace	\$3,045
21337	12/15/2021	Finald	071-350-002-000	383 EDITH AVE	HERNANDEZ, WM M & MARTINEZ, MARJA F	383 EDITH AVE	CORNING CA 96021		Electrical	Electrical panel change out	\$600
21336	12/14/2021	Waiting for Information/Plans	071-180-001-000	982 TOOMES AVE	HPD VALLEY TERRACE LP; % HEARTHSTONE HOUSING FND	4000 Macarthur Blvd, Ste. 105	NEWPORT BEACH	92660	Building	New windows, partial new siding, new ADA walkways, repair to asphalt, new plumbing to low flow, new HVAC (partial).	\$2,100,000
21335	12/14/2021	approved " FEES DUE "	071-244-009-000	1225 FOURTH AVE	BELTRAN, ENRIQUE	1225 4TH AVE	Corning	96021	Mechanical	CHANGE OUT 3 TON ROOF TOP PACKAGE UNIT	\$13,595
21334	12/14/2021	ISSUED	087-090-042-000	3524 Hwy 99w	HPT TA PROPERTIES TRUST; % HOSPITALITY PROPERTIES TR	24601 Center Ridge Rd.	Westlake	44145-5634	ReModel	INTERIOR REMODEL TO INCLUDE NEW WALLS, FINISHES, FIXTURES, AND PAINT	\$75,000
21333	12/12/2021	HOLD (see note)	071-044-005-000	1502 COLUSA ST	VERESCHAGIN, MATTHEW D	23680 HOAG RD	Corning	96021	Electrical	New Main 200amp Electrical Panel	\$700
21332	12/12/2021	approved " FEES DUE "	071-122-002-000	809 HOUGHTON AVE	VERESCHAGIN MATTHEW DAVE ETAL	P.O. BOX 232	PASKENTA	96074	Electrical	New 200amp Main Electrical panel	\$700
21331	12/9/2021	ISSUED	071-126-006-000	1405 SOLANO ST	TURNER, STEVEN RAY & TURNER, MICHELLE LOUISE	P O BOX 1315	Corning	96021	Building	Remove fire damage truss system and replace with new truss and finish roofing system including dual gutter systems.	\$10,000

21330	12/9/2021	Finald	071-074-016-000	515 Lincoln	WITTSSELL AND TAYLOR CONSTRUCTION CO; ATTN: JOE TAYLOR & ERICK WITTSSELL	1530 Humboldt Rd, Suite 1B	CHICO	95928	Solar	Construct new 2 hour fire rated wall assembly on rear of building, all per provided plans.s	\$65,000
21329	12/8/2021	HOLD (see note)	071-044-005-000	1502 COLLUSA ST	VERESCHAGIN, MATTHEW D	23680 HOAG RD	Corning	96021			\$0
21328	12/8/2021	Approved	073-020-042-000	250 DIVISADERO	CORNING ENTERPRISES	1010 RACQUET CLUB DR #108	AUBURN CA 95603		Mechanical	Replace furnace	\$3,045
21327	12/8/2021	ISSUED	071-191-013-000	1846 TAFT AVE	GERFEN, PERRY RICHARD & SHARON K	1846 TAFT	Corning	96021	Solar	INSTALLATION OF A PV ARRAY 7.06KW SYSTEM ON EXISTING ROOF.	\$26,164
21326	12/8/2021	Cancelled	071-164-006-000	906 SIXTH ST	BOHME, WANDA ETAL	% BOHME, JUDY	916 SIXTH ST CORNING CA 96021				\$0
21325	12/8/2021	HOLD (see note)	071-164-006-000	906 SIXTH ST	BOHME, WANDA ETAL	% BOHME, JUDY	916 SIXTH ST CORNING CA 96021				\$0
21324	12/8/2021	HOLD (see note)	073-046-005-000	803 BUTTE ST	ARENDALE, DOLORES ETAL	% LEMKE, ANGELA	3101 N ELLIS ST CHANDLER AZ 85224				\$0
21323	12/8/2021	HOLD (see note)	071-280-034-000	1409 FIG LN	BOHME, JUDY	916 6TH ST	CORNING CA 96021			1409 FIG LANE	\$0
21322	12/8/2021		071-173-008-000	1216 SOUTH ST	JOLLEY, KEITH A & PATRICIA K; % JOLLEY, PATRICIA K	3513 Beacon Dr.	ANDERSON	960072404			\$0
21321	12/8/2021	HOLD (see note)	071-124-008-000	1518 MARIN ST	CHANDLER, JAMES	48371 SAWLEAF ST	FREMONT	94539			\$0
21320	12/6/2021	Online	071-062-024-000	2056 DOLLA	THUEMLER,	2056 DOLLA	Corning	96021	Solar	Roof Top Solar	\$22,010

			Application	000	CT	JAMES B & THUEMLER, ALICE R	CT						
21319	12/3/2021		approved " FEES DUE "	069-110-016- 000	5208 HOUGHTON AVE	WHITLOCK, DANIEL J ETAL	5208 HOUGHTON AVENUE	CORNING CA 96021		Roof	Complete tear off and installation of new asphalt shingle roof	\$15,936	
21318	12/1/2021		ISSUED	071-212-026- 000	1360 HOUGHTON AVE	ZIMMERMAN, DONNA A	1360 HOUGHTON AVE	Corning	96021	Solar	Ground Mount Solar, Main Service Panel upgrade with backup generator	\$30,713	
21317	12/1/2021		Finald	071-111-009- 000	1306 BUTTE ST	PACE, EMMA L	6488 COUNTY RD 23	ORLAND	95963	Electrical	Re-Wire House and Service Panel Upgrade	\$25,000	
												\$3,083,480	

1/6/2022

Total Records: 31

Page: 1 of 1



# **CITY OF CORNIG WASTEWATER OPERATIONS SUMMARY REPORT DECEMBER 2021**

Below is a summary of the monthly operations report that will be available for review on January 2022.

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



- Removed damaged gear drive from hellsieve
- North State Electric on site to install rebuilt motor and gear drive on # 1 aerator
- Performed inspections of collection system trouble spots
- Completed oil changes in #1,2 and 3 aerators
- Delivered \$1,000.00 donation check to Corning Fire Department for annual food and gift drive.
- California Highway Patrol on site for Vector truck inspection
- Telstar on site to trouble shoot issue with chlorine and sulfur dioxide controllers, installed new isolator
- Telstar on site to trouble shoot issue with influent flow recorder, ordered new Intergrader
- Repaired sump pump in RAS vault
- Collected and analyzed second storm water sample

December, 2021

Effluent Flow Monthly Average= 693,742 GPD



ITEM NO.: **G-11**  
AUTHORIZE PAYMENTS FOR INVOICE  
21-216745-06 THE AMOUNT OF  
\$22,366.20 UNDER TASK ORDER "B"  
AND INVOICE 21-216746-05 IN THE  
AMOUNT OF \$2,664.00 UNDER TASK  
ORDER "C" TO ARMSTRONG  
CONSULTANTS, INC

January 11, 2022

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

**FROM: KRISTINA MILLER, CITY MANAGER**

**ROBIN KAMPMANN, PE; PUBLIC WORKS/ENGINEER CONSULTANT**



**SUMMARY:**

Staff requests Council authorize payment of invoice 21-216745-06 under Task Order "B" (TO-B) for Armstrong Consultants, Inc., to provide Professional Services for the Airport Master Plan under Airport Engineering Services Agreement 2019-6 in the amount of \$22,366.20; this will be the sixth payment under Task Order "B". Services provided under Task Order "B" include Airport Narrative Project Report, Aeronautical Survey and Airport Layout Plans Update, Management & Coordination, Inventory Existing Conditions, Airport Waste Recycling, Facility Requirements, Financial Plan & Airport Layout Plan.

Staff requests Council authorize payment of invoice 21-216746-05 under Task Order "C" (TO-C) for Armstrong Consultants, Inc., to develop a Pavement Maintenance Management Plan under Airport Engineering Services Agreement 2019-6 in the amount of \$2,664.00; this will be the fifth payment under Task Order "C". Services provided under Task Order "C" include Project Development; Records Review & Conceptual Plan Development; Field Data Collection; Data Analysis & PMMP Report; and Project Closeout.

**BACKGROUND:**

On January 28, 2020 Council awarded the City Airport Engineering Services contract 2019-6 to Armstrong Consultants, Inc. The proposed services fall within this contract and can be issued as a Task Order. Council awarded Task Order "B" (TO-B) on June 8, 2021 in the amount of \$328,828 to prepare the ALP update. On June 8, 2021 Council awarded Task Order "C" (TO-C) to Armstrong Consultants, Inc. in the total amount of \$32,900 to develop a Pavement Maintenance Management Plan.

**FUNDING:**

The grant offer for the ALP update is in the amount of \$ 328,828 therefore resulting in 100% funding for the project including the cost for the IFE.

The grant offer for the Pavement Maintenance Management Plan is in the amount of \$35,000.00 therefore resulting in 100% funding for the project including the cost for the Independent Fee Analysis.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE:**

- **PAYMENT FOR INVOICE 21-216745-06 IN THE AMOUNT OF \$22,366.20 UNDER TASK ORDER "B" TO ARMSTRONG CONSULTANTS, INC. FROM FUND 620-9209-3500, AIRPORT 21 Task B-AI; AND**
- **PAYMENT FOR INVOICE 21-216746-05 IN THE AMOUNT OF \$2,664.00 UNDER TASK ORDER "C" TO ARMSTRONG CONSULTANTS, INC., FROM FUND 620-9210-3500, AIRPORT 21 TASK C-AI.**



City of Corning  
 794 Third Street  
 Corning, CA 96021

DATE: 12/31/2021  
 INVOICE NO. 21-216745-06

ATTN: Robin Kampmann, P.E., Public Works Director / City Engineer

FOR PROFESSIONAL SERVICES RENDERED:

City of Corning, California  
 Corning Municipal Airport  
 Engineering & Planning Services  
 Task Order B  
 AIP # 3-06-0053-010-2021

Element - Airport Master Plan

Element 1 - Project Management & Coordination	:\$	9,124.00	X	50%	=	\$4,562.00
Element 2 - Inventory Existing Conditions	:\$	20,068.00	X	95%	=	\$19,064.60
Element 3 - Airport Waste Recycling	:\$	4,050.00	X	85%	=	\$3,442.50
Element 4 - Facility Requirements	:\$	29,852.00	X	65%	=	\$19,403.80
Element 5 - Financial Plan	:\$	23,322.00	X	0%	=	\$0.00
Element 6 - Airport Layout Plan	:\$	58,575.00	X	10%	=	\$5,857.50
Documentation	:\$	11,942.00	X	25%	=	\$2,985.50
Meetings & Document Production	:\$	14,995.00	X	45%	=	\$6,747.75
Subconsultants	:\$	154,500.00	X	90%	=	<u>\$139,050.00</u>

Total Amount Earned to Date = \$201,113.65  
 Less Amount Previously Invoiced = -\$178,747.45

Total Amount Due this Invoice = \$22,366.20



December 31, 2021

ACI # 216745

Robin Kampmann, PE  
Public Works Director/City Engineer  
City of Corning  
794 Third Street  
Corning, CA 96021

RE: Narrative Report, Aeronautical Survey and Airport Layout Plan Corning Municipal Airport

Ms. Kampmann,

Please see the information below which describes the current project status of the Corning Municipal Airport Layout Plan Update.

- Submission of draft Airport Waste Recycling plan to City for review.
- Submission of recommended apron layout graphics to City and Technical Advisory Committee for review.
- Completion of AutoCAD base map including obstruction data.
- Begin development of Airport Layout Plan sheets.
- Progress on the AGIS survey includes approval by NGS

The immediate next steps for the project include:

- Completion of Airport waste recycling plan based upon City input.
- Continue development of Airport Layout Plan sheets.
- Begin development of financial plan and capital improvement program.
- Submission of recommended runway and taxiway design for City and Technical Advisory Committee review.
- Technical Advisory Committee meeting to review recommended apron, taxiway and, runway designs.

Enclosed is your invoice for services rendered for the project to date. If you have any questions, please feel free to contact us at your convenience.

Sincerely,

ARMSTRONG CONSULTANTS, INC.

Justin Pietz  
Planning Manager, Principal

Enclosure: December 2021 Invoice



City of Corning  
794 Third Street  
Corning, CA 96021

DATE: 12/31/2021  
INVOICE NO. 21-216746-05

ATTN: Robin Kampmann, P.E., Public Works Director / City Engineer

FOR PROFESSIONAL SERVICES RENDERED:

City of Corning, California  
Corning Municipal Airport  
Engineering Services  
Task Order C  
AIP # 3-06-0053-009-2021

Element 1 - Develop Pavement Maintenance Management Plan

Element 1 - Project Development	:\$	1,860.00	X	100%	=	\$1,860.00
Element 1 - Records Review and Conceptual Plan Development	:\$	4,900.00	X	100%	=	\$4,900.00
Element 1 - Field Data Collection	:\$	7,490.00	X	100%	=	\$7,490.00
Element 1 - Data Analysis and PMMP Report	:\$	17,760.00	X	95%	=	\$16,872.00
Element 1 - Project Closeout	:\$	890.00	X	0%	=	<u>\$0.00</u>

Total Amount Earned to Date	=	\$31,122.00
Less Amount Previously Invoiced	=	<u>-\$28,458.00</u>
Total Amount Due this Invoice	=	\$2,664.00

ITEM NO.: G-12  
AUTHORIZE PAYMENT OF INVOICE  
#22556 IN THE AMOUNT OF \$1,516.45 TO  
R.E.Y. ENGINEERS FOR THE WEST  
STREET SCHOOL ATP CONNECTIVITY  
PROJECT ENGINEERING AND  
ENVIRONMENTAL SERVICES

January 11, 2022

TO: HONORABLE MAYOR AND COUNCILMEMBERS

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

**SUMMARY:**

Staff requests Council authorize payment of invoice #22556 for R.E.Y. Engineers for engineering and environmental services for the West Street School ATP Connectivity Project in the amount of \$1,516.45. This will be the fourth payment for this contract.

A summary of work completed between November 1<sup>st</sup> to November 30<sup>th</sup> is attached to the invoice.

**BACKGROUND:**

On July 27, 2021 Council awarded the Professional Engineering and Environmental Services contract for the West Street School Connectivity Project to R.E.Y. Engineers in the amount of \$190,000.00.

**FUNDING:**

The City of Corning was awarded an ATP Grant for the West Street School Connectivity Project in the amount of \$1,304,000.00 to prepare plans, and to construct new sidewalks, curbs, gutters, and crosswalks to close gaps in the existing sidewalk infrastructure adjacent to the school.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #22556 IN THE AMOUNT OF \$1,516.45 TO R.E.Y. ENGINEERS FOR THE WEST STREET SCHOOL ATP CONNECTIVITY PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES**



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

905 Sutter Street, Suite 200  
Folsom, CA 95630

City of Corning  
794 Third Street  
Corning, CA 96021

Invoice number 22556  
Date 12/17/2021

Project: 1804.001 West Street School Connectivity  
Scope of Work: Project No. 118-77727-9007 / ATPSBIL-5161(017)

Professional services through November 30, 2021

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	93.66	28,097.06	26,634.81	1,462.25
2 Plans, Specifications, and Estimates	145,000.00	0.00	0.00	0.00	0.00
3 Right of Way	15,000.00	0.00	0.00	0.00	0.00
4 Utility A Letters	0.00	100.00	884.42	830.22	54.20
<b>Total</b>	<b>190,000.00</b>	<b>15.18</b>	<b>28,981.48</b>	<b>27,465.03</b>	<b>1,516.45</b>

Invoice total 1,516.45

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
22455	11/17/2021	11,436.12		11,436.12			
22556	12/17/2021	1,516.45	1,516.45				
<b>Total</b>		<b>12,952.57</b>	<b>1,516.45</b>	<b>11,436.12</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



December 16, 2021

City of Corning  
 794 Third Street  
 Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: West Street Elementary School Connectivity Project  
 Period: November 1 – November 30, 2021

Work Performed This Period:

- Project Approval and Environmental Document
  - Project Management
    - Bi-Weekly check in and status update(s)
    - Invoice preparation
  - Environmental Services
    - No work this month
  - Topographic data collection
    - Additional Extraction
  - Preliminary Design
    - Add detail to preliminary design
- Additional Tasks
  - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Preliminary Design
  - Advance design with alternative which avoids right of way acquisition
  - Advance to PS&E Phase (December 2021)

Issues / Concerns:

- None identified at this time

Budget Status:

- Project is operating within budget.

Budget Summary:

Description	Contract Amount	Percent Complete	Total Billed
1 Project Approval and Environmental Document	\$30,000.00	93.66	\$28,097.06
2 Plans, Specifications and Estimates	\$145,000.00	0	\$0.00
3 Right of Way	\$15,000.00	0	\$0.00
Additional Tasks			
4 Utility A Letters		100	\$884.42
<b>Total</b>	<b>\$190,000.00</b>	<b>15.18</b>	<b>\$29,981.48</b>

Submitted By,

Aaron Brusatori, PE

Item #: G 13

**ITEM NO.:**  
**AUTHORIZE PAYMENT OF INVOICE**  
**#22558 IN THE AMOUNT OF \$10,091.89**  
**TO R.E.Y. ENGINEERS FOR THE OLIVE**  
**VIEW SCHOOL ATP CONNECTIVITY**  
**PROJECT ENGINEERING AND**  
**ENVIRONMENTAL SERVICES**

**January 11, 2022**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**

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

**SUMMARY:**

Staff requests Council authorize payment of invoice #22558 for R.E.Y. Engineers for engineering and environmental services for the Olive View School ATP Connectivity Project in the amount of \$10,091.89. This will be the fourth payment for this contract.

A summary of work completed between November 1<sup>st</sup> to November 30<sup>th</sup> is attached to the invoice.

**BACKGROUND:**

On July 27, 2021 Council awarded the Professional Engineering and Environmental Services contract for the Olive View School Connectivity Project to R.E.Y. Engineers in the amount of \$175,000.00.

**FUNDING:**

The City of Corning was awarded an ATP Grant for the Olive Street School Connectivity Project in the amount of \$1,118,000.00 to prepare plans, and to construct new sidewalks, curbs, gutters, and crosswalks to close gaps in the existing sidewalk infrastructure adjacent to the school.

**RECOMMENDATION:**

**MAYOR AND COUNCIL AUTHORIZE PAYMENT OF INVOICE #22558 IN THE AMOUNT OF \$10,091.89 TO R.E.Y. ENGINEERS FOR THE OLIVE VIEW SCHOOL ATP CONNECTIVITY PROJECT ENGINEERING AND ENVIRONMENTAL SERVICES.**





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

905 Sutter Street, Suite 200  
 Folsom, CA 95630

City of Corning  
 794 Third Street  
 Corning, CA 96021

Invoice number 22558  
 Date 12/17/2021

Project: 1804.002 Olive View School Connectivity  
 Scope of Work: Project No. 118-77727-9006 / ATPSBIL-5161(018)

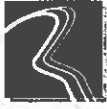
Professional services through November 30, 2021

Description	Contract Amount	Percent Compl	Total Billed	Prior Billed	Current Billed
1 Project Approval and Environmental Document	30,000.00	84.34	25,302.34	15,210.45	10,091.89
2 Plans, Specifications, and Estimates	133,000.00	0.00	0.00	0.00	0.00
3 Right of Way	12,000.00	0.00	0.00	0.00	0.00
4 Utility A Letters	0.00	100.00	643.82	643.82	0.00
<b>Total</b>	<b>175,000.00</b>	<b>14.77</b>	<b>25,946.16</b>	<b>15,854.27</b>	<b>10,091.89</b>

Invoice total 10,091.89

**Aging Summary**

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
22456	11/17/2021	6,294.02		6,294.02			
22558	12/17/2021	10,091.89	10,091.89				
<b>Total</b>		<b>16,385.91</b>	<b>10,091.89</b>	<b>6,294.02</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



December 16, 2021

City of Corning  
 794 Third Street  
 Corning, CA 96021

Attention: Robin Kampmann, City Engineer

Status Report: Olive View Elementary School Connectivity Project  
 Period: November 1 – November 30, 2021

Work Performed This Period:

- Preliminary Engineering
  - Project Management
    - Bi-Weekly check in and status update(s)
    - Invoice preparation
  - Environmental Services
    - No work this month
  - Topo / Boundary
    - Data Extraction
  - Preliminary Design
    - Prepared plan sheets to convey constraints and challenge areas
    - Advanced design in areas without constraints
- Additional Tasks
  - No additional tasks this month

Work Anticipated for Next Period and Beyond:

- Preliminary Design
  - Horizontal design and review with City

Issues / Concerns:

- None identified at this time

Budget Status:

- Project is operating within budget.

Budget Summary:

Description	Contract Amount	Percent Complete	Total Billed
1 Project Approval and Environmental Document	\$30,000.00	84.34	\$25,302.34
2 Plans, Specifications and Estimates	\$133,000.00	0	\$0.00
3 Right of Way	\$12,000.00	0	\$0.00
Additional Tasks			
4 Utility A Letters		100	\$643.82
<b>Total</b>	<b>\$175,000.00</b>	<b>14.77</b>	<b>\$25,946.16</b>

Submitted By,

Aaron Brusatori, PE

**ITEM NO.: I-14  
APPROVE WASTEWATER TREATMENT  
PLANT OPERATIONS CONTRACT EXTENSION  
WITH INFRAMARK FOR A 1-YEAR TERM**

**January 11, 2022**

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

**SUMMARY:**

Staff recommends the City Council approve the attached Extension Agreement to extend the service contract with Inframark, LLC for operation of the City's Wastewater Treatment Plant (WWTP) from January 1, 2022 to December 31, 2022. City Staff requested the 1-year contract extension to allow for the State Water Board to issue a new General Permit for the Wastewater Treatment Plant.

**BACKGROUND:**

On July 1, 2011 the City and SWWC, Inc. entered into a contract for operation and maintenance of the City Wastewater Treatment Plant. SWWC, Inc. was acquired by Severn Trent Environmental Services, Inc. and Severn Trent Environmental Services, Inc. assumed all right and obligations of SWWC, Inc. In June 2017 Severn Trent Environmental Services, LLC changed its name to Inframark, LLC. The existing agreement is set to expire on midnight of December 31, 2021. The proposed extension agreement would extend the terms until midnight of December 31, 2022.

The City staff requested a 1-year extension from Inframark, LLC to allow for the State Water Board to finalize the new General Permit for the operations of the Corning Wastewater Treatment Plant. Once the General Permit is finalized it is Staffs intention to advertise a Request for Qualifications for the Operation of the Wastewater Treatment Plant. At this time, without a finalized permit, Staff does not feel that it is in the City's best interest nor is it fair to Contractors to ask for a proposal without knowing what may change in our permit.

The Extension Agreement presented for your consideration contains the additional Contract Term and minor changes including:

- Adjusts the annual compensation for 2022 based on the standard Consumer Price Index methodology in the existing contract,
- Consolidates the maintenance fund and sludge removal fund, consistent with current practices,
- Adds industrial monitoring services, which is currently provided under a separate contract, and
- Terminates the 2012 industrial monitoring contract once the extension becomes effective—this will consolidate both contracts, so we have the same term without changing services.

**FINANCIAL:**

The City shall pay Operator the compensation of \$785,281.80 for the services provided through midnight of December 31, 2022, which shall be payable in equal monthly installments of \$65,440.15 due on the first of the month for the services to be provided that month. The Annual Maintenance and Sludge Fund shall be \$56,741.88 for this one-year extension.

**RECOMMENDATION:**

**THAT MAYOR AND COUNCIL APPROVE THE WASTEWATER TREATMENT PLANT OPERATIONS CONTRACT EXTENSION WITH INFRAMARK FOR A 1-YEAR TERM.**

## **EXTENSION AGREEMENT**

**THIS EXTENSION AGREEMENT** (“Extension Agreement”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2021, (the “Effective Date”), by and between the City of Corning, a California municipal corporation (“City”), and Inframark, LLC, as successor in interest to SWWC Services, Inc., a Texas limited liability company (“Operator”). City and Operator may each be referred to hereinafter separately as “Party” and collectively as the “Parties”. There are no other parties to this Extension Agreement.

### **RECITALS**

**WHEREAS**, On July 1, 2011, City and SWWC Services, Inc. entered into a contract for operation and maintenance of its wastewater treatment plant (the “Agreement”);

**WHEREAS**, SWWC Services, Inc. was acquired by Severn Trent Environmental Services, Inc. and Severn Trent Environmental Services, Inc. assumed all rights and obligations of SWWC Services, Inc.

**WHEREAS**, Severn Trent Environmental Services, Inc. restructured as Severn Trent Environmental Services, LLC in June 2017, then changed its name to Inframark, LLC and assumed all rights and obligations of Severn Trent Environmental Services, Inc. and Severn Trent Environmental Services, LLC on December 1, 2017; and

**WHEREAS**, the Agreement is set to expire on midnight of December 31, 2021; and

**WHEREAS**, the Parties mutually desire to extend the terms of the Agreement for one (1) year through midnight of December 31, 2022 in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. All references to “SWWC” in the Agreement shall be replaced with “Operator”.
2. The Parties hereby agree to extend the term of the Agreement for one (1) additional year through midnight of December 31, 2022.
3. The City shall pay Operator the compensation of \$785,281.80 for the services provided through midnight of December 31, 2022, which shall be payable in equal monthly installments of \$65,440.15 due on the first of the month for the services to be provided that month. The Annual Maintenance and Sludge Fund for the FACILITIES as set forth in Section 3.6 of the Agreement, as revised in this

Extension Agreement, which is included in Operator's compensation, shall be \$56,741.88 for this one year extension.

4. The following shall replace Section 3.6 in its entirety:

3.6. MAINTENANCE AND SLUDGE REMOVAL: For purposes of this AGREEMENT the following definitions shall apply:

"Preventive Maintenance": Periodic scheduled maintenance in accordance with industry standards and manufacturers recommendations.

"Corrective Maintenance or Repairs": Any non-preventative maintenance or repair which costs less than Two Thousand Dollars (\$2,000) other than repair of damages caused by Force Majeure (as hereinafter defined).

"Capital Maintenance, Repairs or Replacements": Any non-preventative maintenance which costs Two Thousand Dollars (\$2,000) or more or which is caused by Force Majeure (as hereinafter defined).

"Sludge Removal": removal and disposal of the sludge on an annual basis, per direction of the CITY and in accordance with NPDES Permit No. CA -00004995 Order No. R5-2010-0080 and any modification therein as issued by the California Regional Water Quality Control Board, Central Valley Region.

To the limits provided below, Operator will provide Preventative Maintenance and Corrective Maintenance or Repairs for the FACILITIES (plant and system described in Exhibit "A") consistent with good preventative maintenance practice or manufacturer's specifications excluding Capital Maintenance Repairs or Replacements. The CITY shall have the right to inspect maintenance records maintained by Operator during normal business hours, upon reasonable notice but not less than twenty-four (24) hours prior notice.

The CITY owns and shall retain ownership of and responsibility for all sludge and by-products. Operator shall perform Sludge Removal.

The aggregate annual amount which Operator has included in its price for Preventative Maintenance, Corrective Maintenance or Repairs, and Sludge Removal for the FACILITIES is \$56,741.88 (the "Annual Maintenance and Sludge Fund"). The annual maximum amount that Operator shall be required to pay in the first year shall be adjusted annually thereafter, using

the percentage change in the Consumer Price Index, San Francisco-Oakland-San Jose Region all Urban Consumers.

The Annual Maintenance and Sludge Fund expenditures include the cost of labor, materials, supplies and subcontractors but does not include Operator's onsite plant operating staff labor cost Preventative Maintenance, Corrective Maintenance or Repairs, and Sludge Removal shall be accomplished whenever possible by onsite plant operating staff. Consent of the CITY will be obtained, except in an emergency, when using persons other than onsite plant operating staff to perform non-preventative maintenance or repairs.

The CITY shall be responsible for all Preventative Maintenance, Corrective Maintenance or Repair, and Sludge Removal and Disposal costs (material and labor) exceeding the Annual Maintenance and Sludge Fund. If actual Preventative Maintenance, Corrective Maintenance or Repair, and Sludge Removal and Disposal amounts total less than the Annual Maintenance and Sludge Fund, Operator shall rebate to the CITY 100% of the difference within thirty (30) days of the AGREEMENT year end. During the term of this AGREEMENT, Operator shall use methods of operation and maintenance which will not cause deterioration of the CITY's FACILITIES beyond normal wear and tear.

Operator shall annually submit to the CITY a recommended list of Capital Maintenance Repairs or Replacements expenditures to the CITY for the Wastewater Plant, Pump Stations and Sewer Collection System. Emergency items needed for the safety of personnel will be given first priority. Operator will submit, upon request, documentation of the cost effectiveness of "repair versus replace" recommended by Operator. The CITY will review the list and adjust, approve or disapprove the capital plan.

5. The following shall be added to the Agreement as Section 3.11:

3.11 INDUSTRIAL WASTEWATER COMPLIANCE MONITORING SERVICES: Operator shall provide the management of the Pretreatment Program for the CITY's sewer collection and treatment system. This scope includes inspection, sample collection and analysis, reporting and record keeping to assure that users are in compliance with all governing laws relative to and/or imposed against the CITY regarding wastewater compliance and monitoring.

6. Section 4.6 of the Agreement shall be deleted in its entirety.
7. Section 9.10 shall be amended so that Notices required to be sent to Operator shall be sent to the following addresses:

Inframark, LLC  
64 Alta Mesa Circle  
Monterey, California 93940  
Attention: Eric Sabolsice

With copy to:

Inframark, LLC  
220 Gibraltar Road, Suite 200  
Horsham, Pennsylvania 19044  
Attention: Legal Department

8. The City and the Operator hereby agree that upon the Effective Date of this Extension Agreement, the Agreement to Provide Industrial Wastewater Compliance Monitoring Services between the City and Operator, as successor in interest to SWWC Services, Inc., dated June 27, 2012 shall terminate.
9. All other terms and provisions of the Agreement remain in full force and effect to the extent that they do not conflict with this Extension Agreement. In the event of any conflict between the provisions of this Extension Agreement and the provisions of the Agreement, the provisions in this Extension Agreement will control.
10. The Extension Agreement is binding upon the parties hereto and their respective legal representatives, successors, and assigns.

IN WITNESS HEREOF, the parties hereto have caused this Extension Agreement to be duly executed this day and year first written above.

CITY OF CORNING

INFRAMARK, LLC

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**CITY OF CORNING  
SOUTHWEST WATER COMPANY  
WASTEWATER TREATMENT PLANT  
SERVICE AGREEMENT**

**THIS AGREEMENT TO OPERATE THE WASTEWATER TREATMENT PLANT AND PROVIDE WASTEWATER COMPLIANCE AND MONITORING FOR THE CITY OF CORNING** (the "AGREEMENT") is entered into this 1<sup>st</sup> Day of July, 2011, by and between the **CITY OF CORNING** (hereinafter called "CITY") and **SWWC SERVICES, INC.**, a Delaware Corporation (hereinafter called "SWWC "), under the following circumstances:

- A. CITY owns and has control over the basic facilities described on Exhibit "A" attached hereto and hereby incorporated herein (hereinafter called the "FACILITIES"); and
- B. SWWC is a corporation specializing in the business of supplying operation and management services for wastewater treatment facilities and collection systems; and
- C. CITY desires that SWWC perform certain services as described herein.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1.0 CONTRACT:**

The CITY hereby contracts with SWWC to provide the services set forth herein with respect to the FACILITIES, which is owned by the CITY.

**2.0 TERM, RENEWAL AND TERMINATION:**

**2.1 TERM:** The AGREEMENT shall commence on July 1, 2011 and expire on January 1, 2012 (the "INITIAL TERM") , unless renewed in accordance with Section 2.2, or terminated in accordance with Section 2.3.

**2.2 RENEWAL:** After the Initial Term, this AGREEMENT shall automatically renew for an additional ten (10) year term (the "RENEWAL TERM") if neither party is in material breach of this AGREEMENT. The Initial Term and Renewal Term shall be collectively referred to as the "TERM".

**2.3 TERMINATION:** Either party to the AGREEMENT may terminate this AGREEMENT upon material breach by the other party providing that such terminating party first provides written notice of such breach to the other party and such breach is not corrected within forty-five (45) days after notice. In the event of such a termination SWWC will, if desired by the CITY, continue to provide the current operations staff for a period of at least ninety (90) days beyond the set date of termination at the normal and usual charges.



In addition to the right of either party to terminate this AGREEMENT with cause (material breach), either party shall have the right at any time to terminate this AGREEMENT if a governmental entity or agency imposes more stringent standards than presently exist under the operation of these FACILITIES and if both parties hereto are unable to agree upon the amount of additional compensation, if any, to be paid by CITY to SWWC to meet such new standards.

This same right of termination shall exist if, under paragraph 3.7 below, the parties are unable to agree upon the amount of compensation adjustment to be made. Any notice of termination arising out of causes mentioned in this subparagraph requires a minimum one hundred twenty (120) days written notice by the terminating party.

**2.4 RETURN OF FACILITIES TO CITY CONTROL:** At the end of the TERM (whether the full term or something less due to early termination with or without cause) the FACILITIES (plant and system described in Exhibit "A") shall be turned over to CITY by SWWC in good condition, normal wear and tear excepted. If, during the TERM of the AGREEMENT SWWC has failed to maintain and repair the FACILITIES to the extent it has an obligation to do so under this AGREEMENT or has failed to clean the Sewer Collection System to the extent of its contractual obligation to do so, SWWC shall protect and indemnify the CITY for and against any expenses reasonably incurred by CITY in bringing the FACILITIES up to the condition required of SWWC under this AGREEMENT.

### **3.0 SWWC SERVICES:**

SWWC shall provide the following services:

**3.1 STAFFING:** SWWC will staff the FACILITIES with employees qualified in wastewater and sewer collection. SWWC will staff the facilities seven (7) days per week, including holidays.

**3.2 PROCESS CONTROL:** SWWC will provide operations, process control, management personnel from its Operations Offices in Northern California.

**3.3 CERTIFICATIONS, TRAINING, SAFETY:** SWWC will staff the FACILITIES only with trained employees possessing all certifications required by governmental agencies. SWWC will maintain an education and safety program for SWWC employees. This program is to be patterned after the SWWC program currently utilized at other SWWC operated facilities. The cost of this program will be the responsibility of SWWC.

**3.4 EFFLUENT CRITERIA:** Except as otherwise set forth in the AGREEMENT, SWWC will operate the FACILITIES within the current Order No. R5-2010-0080 and NPDES permit No. CA-00004995 as "modified", September 1, 2010 which is in existence as of the date of this AGREEMENT. If existing orders or permits are modified or standards become more stringent during the TERM of this AGREEMENT than those in existence at the inception of the Contract, SWWC will meet such new standards. In such event (change in standards) the issue of SWWC's entitlement, if any, to additional compensation is addressed in Attachment A. As approved, SWWC will operate and maintain the FACILITIES on a best efforts basis if and when influent flow has exceeded the design capacity.

**3.5 SCOPE:** SWWC will pay all necessary expenses required for the normal operation and preventive and corrective maintenance as defined herein of the FACILITIES which include: (1) all personnel costs; (2) chemicals; (3) fuels and lubricants; (4) normal operating supplies; and, (5) maintenance and repairs of equipment as set forth herein.

**3.6 MAINTENANCE:** For purposes of this AGREEMENT the following definitions shall apply:

"Preventive Maintenance": Periodic scheduled maintenance in accordance with industry standards and manufacturers recommendations.

"Corrective Maintenance or Repairs": Any non-preventative maintenance or repair which costs less than Two Thousand Dollars (\$2,000) other than repair of damages caused by Force Majeure (as hereinafter defined).

"Capital Maintenance, Repairs or Replacements": Any non-preventative maintenance which costs Two Thousand Dollars (\$2,000) or more or which is caused by Force Majeure (as hereinafter defined).

To the limits provided below SWWC will provide Preventative Maintenance and Corrective Maintenance or Repairs for the FACILITIES (plant and system described in Exhibit "A") consistent with good preventative maintenance practice or manufacturer's specifications excluding Capital Maintenance Repairs or Replacements. The CITY shall have the right to inspect maintenance records maintained by SWWC during normal business hours, upon reasonable notice but not less than twenty-four (24) hours prior notice.

The aggregate annual amount which SWWC has included in its price for Preventative Maintenance and Corrective Maintenance or Repairs for the FACILITIES are detailed below.

3.6a Wastewater Treatment Plant and collection system	\$25,642.73 per year
3.6b Sludge Removal	\$15,790.02 per year

The annual maximum amount that SWWC shall be required to pay in the first year shall be adjusted annually thereafter, using the percentage change in the Consumer Price Index, San Francisco-Oakland-San Jose Region all Urban Consumers.

The amount included in the above maintenance and repair expenditures include the cost of labor, materials, supplies and subcontractors but does not include SWWCs onsite plant operating staff labor cost. Maintenance and repairs shall be accomplished whenever possible by onsite plant operating staff. Consent of the CITY will be obtained, except in an emergency, when using persons other than onsite plant operating staff to perform nonpreventative maintenance or repairs.

The CITY shall be responsible for all Preventative Maintenance or Corrective Maintenance or Repair costs (material and labor) exceeding the above mentioned maintenance ceilings. If actual Preventative Maintenance and Corrective Maintenance or Repair amounts total less than the above stated amounts, SWWC shall rebate to the CITY 100% of the difference within thirty (30) days of the AGREEMENT year end. During the term of this AGREEMENT, SWWC shall use methods of operation and maintenance which will not cause deterioration of the CITY's FACILITIES beyond normal wear and tear.

SWWC shall annually submit to the CITY a recommended list of Capital Maintenance Repairs or Replacements expenditures to the CITY for the Wastewater Plant, Pump Stations and Sewer Collection System. Emergency items needed for the safety of personnel will be given first priority. SWWC will submit, upon request, documentation of the cost effectiveness of "repair versus replace" recommended by SWWC. The CITY will review the list and adjust, approve or disapprove the capital plan.

**3.7 PLANT CAPACITY:** The present Wastewater Treatment Plant has a design capacity of 1.40 Average Dry Weather Flow (ADWF) million gallons per day (mgd) and a Peak Wet Weather Flow of 2.4 mgd.

Both parties agree that if the 180 day average daily flow increased over 10% from those shown above, SWWC will be entitled to a compensation adjustment. Such adjustment is further addressed in Paragraph 5.6 below.

**3.8(a) REPORTS:** SWWC will prepare and sign as certified operator all monthly operating reports as required by the State, Federal and local governments. SWWC shall also perform the necessary laboratory sampling and analyses required by Order R5-2010-0080 and NPDES Permit No. CA-00004995 which is in existence as of the date of this AGREEMENT, and in accordance with any changes therein during the TERM of this AGREEMENT, for the Wastewater Treatment Plant. SWWC will submit reports to the following agencies:

- Regional Water Quality Control Board, Central Region
- State Department of Health Services
- County Environmental Health Services
- EPA

**Operation Reports:** One (1) copy shall be provided to the CITY monthly and submitted by the 15th day of the following month. The report shall cover the following minimum information:

- Data required by the California Regional Water Quality Control Board
- Data required by the California Department of Health
- Overview statement of operation and any significant events
- Staff Changes
- Monthly emergency call-out report
- Copy of FACILITIES visitor log
- Record of staff safety meetings

**Maintenance Reports:** Two (2) copies shall be provided quarterly, if requested by the CITY and submitted by the 30th day of the first month of each quarter to the CITY. The report shall cover the following minimum information.

- Progress report toward completion of the annual budget items
- Identification of new problems
- Accumulative total of maintenance and repair expenditures to date
- However, when the actual maintenance expenditures reach or exceed 75% of the maintenance ceiling as specified in Section 3.6, SWWC will immediately notify the City
- Work plan for the next quarter

**3.8(b) ANNUAL REPORT:** A summary Annual Report, if requested by CITY, shall be prepared at year end to describe operational and maintenance standing and significant occurrences of the previous year. Reports shall be submitted to the CITY within sixty (60) days of the AGREEMENT year end.

**3.9 COLLECTION SYSTEM:** SWWC will be responsible for the biannual cleaning of the gravity sewer lines and manholes, the entire sewer collection system referenced in Exhibit A. Such cleaning shall be accomplished to CITY's satisfaction. SWWC will periodically inspect the general location of the force mains once each month for leaks; and immediately report any such leaks, to the CITY.

It is mutually agreed between the CITY and SWWC that the Sewer Collection System consists of approximately 120,000 lineal feet. The base cost of this AGREEMENT includes the cost of cleaning approximately 120,000 lineal feet of the entire CITY on a biannual basis or as directed by the CITY.

SWWC shall include the plant gravity outfall system as part of the "collection system" cleaning program. All material removed from the collection system as a result of the sewer cleaning operations shall remain the property of the CITY.

**3.10 ADDITIONAL SEWER LINE FOOTAGE:** During the TERM of this AGREEMENT, should the CITY add additional lineal footage to its present sewer collection system, SWWC shall clean and maintain the new footage on the same basis as the original footage noted in Paragraph 3.9, above. For this additional footage, the CITY shall pay SWWC the rate of forty two cents (\$0.42) per lineal foot per year for the additional cleaning.

#### **4.0 SEWER REPAIR WORK:**

From time to time it may become necessary for the CITY to perform sewer repair work such as:

1. Line Repairs
2. Manhole Rehabilitation

SWWC has the capability to perform such work. If requested, SWWC shall perform such work on a time and material basis to be negotiated between the CITY and SWWC.

**4.1 COLLECTION SYSTEM BLOCKAGE:** SWWC shall utilize "the Hydrojet or the Vac- Con truck "to clear stoppages.

**4.2 EMERGENCY RESPONSE:** SWWC shall respond to Emergency calls within sixty (60) minutes from the time of the notification, or when reasonably able to do so, which ever is earlier. SWWC will respond to emergency calls concerning the wastewater systems twenty-four (24) hours per day, seven (7) days per week, including holidays. SWWC shall maintain a hydroflushing system onsite for sewer emergency response.

**4.3 FINES:** SWWC agrees to assume liability for fines or civil penalties imposed by any regulatory agency during the term of this AGREEMENT for effluent violations exceeding the limits of the permit described in Section 3.4 above caused by the intentional, willful or negligent actions or omissions of SWWC up to an aggregate amount of \$1,000,000 during the TERM of this AGREEMENT. SWWC reserves the right to contest such fines or penalties with the Agency imposing this prior to payment.

**4.4 SWWC INSURANCE:** SWWC shall maintain during the TERM of the AGREEMENT the following insurance:

- a) Public Liability and Property Damage  
\$5,000,000 (combined single limit)
- b) General Liability  
\$5,000,000 (combined single limit)
- c) Automotive Liability  
\$2,000,000 (combined single limit)
- d) Worker's Compensation  
Per State and Federal law

Such policies shall name the CITY as an additional insured according to its insurable interest under these policies during the term of the AGREEMENT. Notwithstanding the indemnification provisions of this AGREEMENT, the CITY shall not be liable to SWWC for any loss, damage, or destruction which is covered by such policies unless the amount thereof exceeds policy limits, whether such loss, damage or destruction arises under contract, tort (including active or passive negligence of the CITY ) or otherwise. SWWC and its insurance carrier shall waive subrogation rights against the CITY and provide the CITY with a certificate to that effect. SWWC agrees to provide the CITY with proof of such insurance and will require SWWC to give the CITY thirty (30) days advance days notice of cancellation or material change in said policies. Subcontractors shall have similar requirements to that specified above.

**4.5 STORM DRAINS AND CATCH BASINS:** The cleaning of storm drains and/or catch basins are not part of SWWC Scope of Services. SWWC will perform such work per the request of the City and such compensation shall be mutually agreed upon by and between the parties

**4.6 SLUDGE DISPOSAL:** The CITY owns and shall retain ownership of and responsibility for all sludge and by-products. SWWC shall remove and dispose of the sludge on an annual basis, per direction of the CITY and in accordance with NPDES Permit No. CA -00004995 Order No. R5-2010-0080 and any modification therein as issued by the California Regional Water Quality Control Board, Central Valley Region.

SWWC's sole responsibility with respect to sludge disposal shall be to remove and haul sludge as prescribed by the above listed NPDES Permit and any changes therein. SWWC has included in the base contract fee the below listed annual aggregate dollar amount to be expended on sludge testing, removal and disposal. Any change in that condition for any reason shall be a change of scope and justification for a price adjustment based on mutual written agreement by both parties.

Sludge Removal and Disposal	\$15,790.02 per year
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Should the aggregate annual amount expended be less than \$15,790.02 SWWC shall refund to the CITY the non-expended balance. Should the aggregate annual amount expended be greater than \$15,790.02, SWWC shall notify the CITY and obtain written approval from the CITY prior to initiating any work that exceeds the annual aggregate \$15,790.02 amount.

**5.0 BIOTOXICITY/PRIORITY POLLUTANTS TESTING:** Testing Procedures as required in NPDES Permit No. CA-00004995 shall be conducted as an additional work item at such time as they are required. Compensation for such additional work shall be mutually agreed upon by and between the parties.

**6.0 UNIT CHLORINE AND SULPHUR COSTS:** The unit cost for chlorine at the AGREEMENT commencement is established at \$440.00 per ton. The unit cost for sulfur dioxide at the AGREEMENT commencement is established at \$510.00 per ton. Unit chemical costs shall be reviewed semi-annually and adjusted if necessary. Any increase or decrease in unit cost shall be calculated and billed to the CITY or credited.

**7.0 CITY DUTIES:**

The CITY shall be responsible for the following:

**7.1 PAYMENT:** The CITY shall pay annually to SWWC as compensation for the services performed, an annual base lump sum cost of \$541,053.60 . Such payment shall be made in monthly installments on the first day of the month of service at a rate of 1/12th the annual base lump sum cost, which equals monthly payment of \$45,087.80 . Late payments will be subject to service charge of one and one-half percent (1 1/2%) per month or the maximum legal rate, which ever is greater. After forty-five (45) days, payment will be deemed late.

**7.2 LICENSES:** The CITY shall maintain existing easements, license and warranties for the mutual benefit of both parties.

**7.3 CAPITAL EXPENDITURES:** The CITY shall pay all Capital Expenditures. Capital Expenditures are defined for purposes of this AGREEMENT, to include expenditures for Capital Maintenance, Repairs or Replacements and non-routine expenditures for the purchase of new equipment or other facility items, usually preplanned which significantly extend service life, and which are determined to be Capital Expenditures in accordance with generally accepted accounting principles. Unless caused by Force Majeure (as hereinafter defined), to be considered a Capital Expenditure, the item or repair will cost Two Thousand Dollars (\$2,000) or more. SWWC will provide the CITY reasonable justification for Capital Expenditures, prior to acquisition. SWWC will submit, upon request, documentation of the cost effectiveness of "repair versus replace" Capital Expenditure decisions made by SWWC. If emergency Capital Expenditures are necessary for safety or environmental reasons, they shall only be made with prior notification to and consent of the City Manager and, if he or she deems it necessary, the City Council at a special meeting called for such purpose. The City Manager for the CITY shall have the authority to negotiate reimbursement costs paid to SWWC for emergency Capital Expenditures.

**7.4 EXTRAORDINARY COSTS:** The CITY shall pay increases in maintenance expense, repair costs or other expenses resulting from extraordinary or unusual occurrences associated with Force Majeure (as hereinafter defined) or Abnormal Conditions (as defined in Section 8.2). However, as a condition precedent to CITY incurring this obligation, SWWC must first have notified CITY in writing of the incident justifying the added expense and, prior to incurring such expense, must have obtained CITY's written consent to do so, such consent shall not be unreasonably withheld, delayed or denied.

If after the AGREEMENT begins, SWWC must incur added costs to comply with changes in the effluent criteria specified in Paragraph 3.4 above, CITY and SWWC will attempt to negotiate an appropriate amount of additional compensation payable to SWWC. .

**7.6 DISCHARGE PERMITS:** The CITY shall remain the named permittee on all discharge permits required and shall meet all regulatory requirements not specifically assumed herein by SWWC as its responsibility.

**7.7 REPORT CUSTODY:** All operation, maintenance and laboratory reports and records produced by SWWC during the term of this AGREEMENT shall remain the property of the CITY.

**8.0 INDEMNITY AND LIMITATIONS:**

**8.1 INDEMNITY:** Except as otherwise set forth in this AGREEMENT, SWWC hereby agrees to, and shall indemnify and hold harmless the CITY, its elective and appointive boards, officers, agents and employees from any claim, loss, liability, damage, injury, or expense, including attorney's fees, which directly, or indirectly arise from ECO's intentional, willful, or negligent actions or omissions under this AGREEMENT; provided, however, that this does not apply to and SWWC shall not indemnify or hold CITY harmless from any claim, loss, liability, damage, injury, or expense or loss of plant use, arising out of the discharge, dispersal, release or escape from the FACILITIES of sludge effluent or odors into or upon land, the atmosphere, or any watercourse of body of water which is not the result of SWWC's intentional, willful or negligent actions or omissions. The CITY shall indemnify and hold harmless SWWC, its officers, directors, agents, representatives and employees from any claim, loss, liability, damage, injury, or expense, including attorney's fees and costs, which directly, and indirectly, arise from the CITY's intentional, willful, or negligent (active, passive or gross) actions or omissions under this AGREEMENT.

**8.2 ABNORMAL CONDITIONS:** Notwithstanding Section 3.4 ("Effluent Criteria") or any other provision of this AGREEMENT, should FACILITIES loading exceed FACILITIES design parameters, or should influent contain abnormal, toxic or other substances which cannot be removed or treated by the existing FACILITIES or contain discharges which violate the applicable sewage ordinances, ("Abnormal Conditions") SWWC will use its best efforts to maximize plant performance, but shall not be responsible for associated effluent characteristics or damages, fines, penalties or claims resulting therefrom unless caused in whole or in part by the negligence or intentional acts of SWWC. SWWC shall advise the CITY of the abnormal situation and planned course of action within the same day that it occurs and shall use its best efforts to return the FACILITIES effluent to contract limits as soon as possible.

**8.3 FORCE MAJEURE:** SWWC shall not be deemed to be in default if performance of the obligations required by this AGREEMENT is delayed, disrupted, or becomes impossible because of any act of God, war, earthquake, fire, accident, unless due to SWWCs gross negligence, civil commotion, epidemic, act of government, its agencies or officers, or any other cause beyond the control of the parties ("Force Majeure"). Upon

the occurrence of any such event, SWWC shall operate the FACILITIES on a best efforts basis (at no additional cost to SWWC) and shall not be responsible for effluent characteristics or damages, fines, penalties or claims resulting therefrom; if any additional expense is incurred by SWWC in such operations, that expense shall be deemed to be an Extraordinary Cost within the meaning of Section 7.5.

**9.0 GENERAL PROVISIONS:**

**9.1 NEW EQUIPMENT:** Any operations equipment owned by SWWC during the term of this AGREEMENT shall remain the property of SWWC. In the event SWWC sells such equipment, the CITY shall have first option to purchase.

**9.2 CHANGE IN SCOPE:** Should the scope of services be changed due to changes in the NPDES Permit requirements or any other change initiated or mandated, SWWC and the CITY shall negotiate any change required, including, but not limited to, a change in compensation, subject to termination rights under Paragraph 2.3 of the AGREEMENT.

**9.3 REVIEW OF SERVICES:** Both parties agree to review this AGREEMENT every three (3) years to assure all components and regulations are being adhered to and to determine if price adjustment is necessary.

**9.4 INDEPENDENT CONTRACTOR:** The relationship of SWWC to the CITY is that of an independent contractor. None of the employees or agents of SWWC shall be considered employees of the CITY.

**9.5 ENFORCEMENT:** The failure of either party to enforce its rights as to any provision of the AGREEMENT shall not be construed as a waiver of its right to enforce such provision in the future.

**9.6 ASSIGNMENT:** This AGREEMENT shall not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld, delayed or denied. Notwithstanding the foregoing, either party may, without consent, assign this agreement to any affiliate, parent, subsidiary or successor in interest in conjunction with a merger, reorganization, the sale of all or substantially all of its business or a similar transaction.

**9.7 EQUAL OPPORTUNITY:** SWWC is an equal opportunity employer with an approved affirmative action program (M/F/H/V/R).

**9.8 ENTIRE AGREEMENT:** This AGREEMENT contains the entire AGREEMENT between the CITY and SWWC and supersedes all previous or contemporaneous communications, representations or agreements. This AGREEMENT may be modified only by written amendment signed by both parties.

**9.9 ACCESS:** CITY officials and representatives will have access to the FACILITIES covered by this AGREEMENT at any time for purposes of inspection and will be allowed to examine the entire FACILITIES and all books, records and reports upon reasonable notice but not less than twenty-four (24) prior notice to SWWC.



**9.10 NOTICES:** All notices shall be in writing and delivered in person or transmitted by certified or registered mail, return receipt requested, postage prepaid. Notices required to be given to SWWC shall be addressed as follows:

**TO:** Chris Malinowski  
SWWC Services, Inc.  
11302 Tanner Road  
Houston, Texas 77041

**WITH A COPY TO:** SWWC Services, Inc.  
c/o SouthWest Water Company  
1211 E. Center Court Drive  
Covina, California 91724-3603  
Attn: General Counsel

Notices required to be given to the CITY shall be addressed as follows:

TO: Stephen J. Kimbrough  
City Manager  
City of Corning  
794 Third Street  
Corning, CA 96021

Either party may change its address by written notice in accordance with this section. Mailed notices shall be effective three (3) days after mailing.

9.11 **RECORDS:** Upon termination of this AGREEMENT, SWWC shall turn over to the CITY the original or copies of all documentation, plans, drawings and other papers in its possession and applicable to its operation of the FACILITY; provided, however, that this shall not be deemed to require SWWC to turn over any proprietary items of SWWC used in the provision of services hereunder.

9.12 **SEVERABILITY:** Should any part of this AGREEMENT for any reason be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this AGREEMENT has been executed with the invalid portion thereof eliminated.

9.13 **SUCCESSORS AND ASSIGNS:** Subject to Section 9.6 of this AGREEMENT, this AGREEMENT shall be binding upon and inure to the benefits of the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the CITY and SWWC have caused this AGREEMENT to be duly executed as of the day and year first above written.

**CITY OF CORNING**

**SWWC SERVICES, INC.**

By: \_\_\_\_\_  
Stephen J. Kimbrough, City Manager

By: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael C. Fitzpatrick, City Attorney

## **EXHIBIT A**

### **UNIT PROCESS**

#### **A. WASTEWATER TREATMENT PLANT**

1. Influent Screen
2. Influent Pumping
3. Aeration Basins
4. Final Clarifiers
5. Return Activated Sludge Pumps
6. Chlorine Contact Tank
7. Chlorinators
8. Sulfonators

#### **B. SEWER COLLECTION SYSTEM**

1. The CITY Sewer Collection System consists of approximately 120,000 Lineal Feet of Sewer.

## **ATTACHMENT "A"**

### **A. CPI INDEX INCREASE OR DECREASE**

This contract will be reviewed annually for the compensation increase or decrease on the San Francisco Oakland - San Jose CPI. Index is published by the Bureau of Labor Statistics. The annual average increase or decrease reported will be utilized to increase or decrease the compensation of the year following the reported year.

### **B. UNIT CHLORINE AND SULPHUR DIOXIDE COST ADJUSTMENT**

The unit cost for chlorine at contract commencement is established at \$440.00 per ton. The unit cost for sulfur dioxide at contract commencement is established at \$510.00 per ton. Unit chemical costs shall be reviewed annually and adjusted if necessary.

### **C. CHANGE OF SCOPE**

Should the scope of services be changed due to change of the NPDES Permit requirements or any other change initiated or mandated, SWWC and the CITY shall negotiate any increase/decrease required.

### **D. ADDITIONAL SERVICES**

At the request of the CITY and at the option of SWWC, SWWC shall provide additional service for the CITY. Compensation for such services shall be negotiated on a case by case basis.

ITEM NO.: I-15  
REQUEST CITY COUNCIL DIRECTION  
ON THE PURCHASING OF A  
PROGRAMMABLE SIGN

January 11, 2021

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

**SUMMARY:**

In FY19/20 the City Council approved \$7,000 in the budget to purchase a used digital message board. During that year staff was not able to obtain a digital message board in adequate condition for the approved budget. Staff has been asked by a City Councilmember to revisit the purchasing of a programmable sign/digital message boards. Staff has found two options and would like Council's direction on which option they would prefer staff to proceed with.

**Option 1: Portable Digital Message Board**

A new portable WANCO Message Board with a display of 4.5' x 8' and 3 lines of text under the Sourcwell Government Purchasing Contract would cost \$24,000 each including estimated tax and shipping. See attachment A for portable sign specifications. Functions/Benefits include portable unit, solar/battery powered, no external wiring and programable from the unit.

**Option 2: Replacement of Transportation Center Sign with New Monument Sign and LED Display**

Staff has been working with Stewart Signs on a proposal for the replacement of the existing Transportation Center Sign with a new 5' x 8' monument sign that includes LED Display. Stewart Signs is an authorized GSA contractor and the purchase of the sign including installation does not have to go out to bid and can be purchased directly. The consultant is finalizing the quote and exhibit and staff will present those items to council at the meeting. Functions/Benefits include permanent monument sign, power available at proposed location, programmable using cellular data, cloud based software with preloaded images, 2 sided and can be seen from either direction.

Neither sign option is currently included within this year's budget and if Council would like to proceed with purchasing either sign a budget allocation would be necessary. Based on the direction of the City Council, a budget amendment will be included as part of the mid-year budget review.

**RECOMMENDATION:**

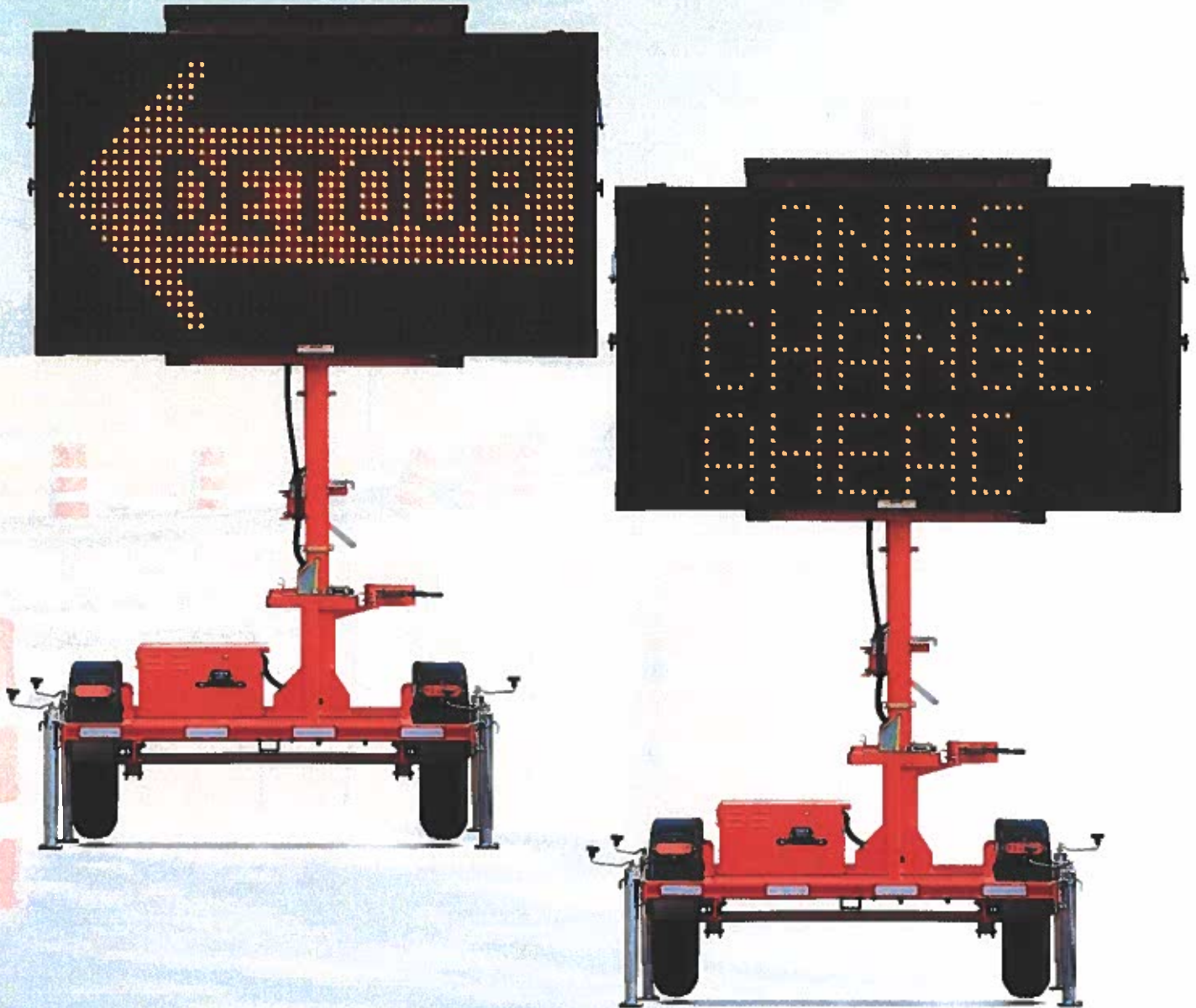
**MAYOR AND CITY COUNCIL:**

1. DIRECT STAFF ON OPTION 1, OPTION 2 OR NEITHER OPTION

Attachment A:  
Option 1

# Mini Message Signs

## Full-Matrix and Three-Line



# The same high visibility and legibility as our full-size signs, but with smaller footprint

- Energy efficient with superior performance
- Choose matrix or three-line message display
- Full-color touchscreen controller
- Preprogrammed, custom and MUTCD graphics
- Easiest programming in the industry

**Wanco® Mini Message Signs are 30% smaller than our full-size signs, making them highly maneuverable and easy to deploy.**

Choose the sign that's right for your application. Wanco Mini Matrix Signs feature a full matrix of highly legible, ultra-bright LEDs to display graphics, text or a combination of both. Wanco Mini Three-Line Signs are designed for text messages of up to eight characters per line. For optimal positioning, the display cabinet rotates independent of the trailer. Raise and lower the sign with the standard hand-operated winch or optional hydraulic lift.

All signs feature Wanco's capacitive touchscreen interface for the easiest programming in the industry. Large virtual buttons are easy to see and select. The touchscreen has nearly instantaneous response and an intuitive menu structure that makes easy work of choosing and setting new messages.

Options include the Wanco Traffic Data Classifier System, Modem Package with GPS, Fleet Manager, Asset Tracker and radar-based speed detection.

To see or order a Wanco Mini Message Sign, call **800.972.0755** or visit [wanco.com](http://wanco.com).

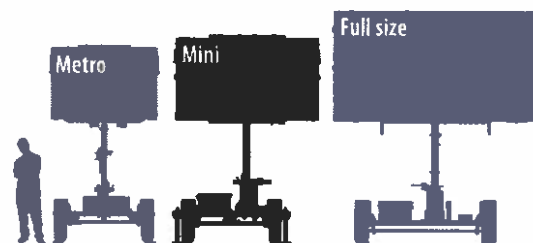


- Lockable weathertight control box located on back of display cabinet
- No external wiring from controller to sign
- Safer programming at eye level
- Better traffic visibility
- Out of reach of the casual hacker
- Capacitive touchscreen controller features intuitive full-color interface with large virtual buttons
- Multi-level password protection prevents unauthorized access
- NTCIP compliant

## Brief specifications

Deployed footprint, W x L	143 x 96 in (362 x 244 cm)
Sign cabinet size, W x H	96 x 55 in (244 x 140 cm)
Operating height	142 in (361 cm)
Travel height	103 in (262 cm)
Weight, approx.	1580 lb (717 kg)

	Matrix Model WVTM	Three-Line Model WVT3
Display	48 x 27 pixels	3 lines of 8 characters
Fonts	12 fonts	1 font
Default font	12.6 in., 5 x 7 pixels per character 3 lines of 8 characters maximum	15 in., 5 x 7 pixels per character 3 lines of 8 characters maximum
Power	Batteries, solar	Batteries, solar



**WANCO INC.**  
5870 Tennyson Street  
Arvada, Colorado 80003  
800-972-0755  
303-427-5700  
303-427-5725 fax  
[www.wanco.com](http://www.wanco.com)

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 Printed on recycled paper

**ITEM NO.: I-16  
APPROVE PLANS AND SPECIFICATIONS AND  
AUTHORIZE STAFF TO SOLICIT BIDS FOR  
THE NORTHSIDE PARK TENNIS  
COURT/PICKLEBALL COURT RESURFACING  
PROJECT**

**January 11, 2022**

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

**SUMMARY:**

Staff recommends that City Council approve the plans and specifications and authorize Staff to seek bids for the Northside Park Tennis Court Resurfacing Project. Resurfacing of the courts includes preparing the existing court surface, repairing cracks, leveling depressions, resurfacing the courts, new striping for tennis and pickleball courts, and installation of new nets for both the tennis court and new pickleball courts. The proposed project scope includes restriping the western tennis court and converting the eastern court into four (4) separate pickleball courts with permanent nets. The complete Project Bid packet, including Specifications are attached for Council review.

Once bids are received and reviewed by Staff, the successful low bid will be brought back to Council for the approval of the contract award.

**FINANCIAL:**

The estimated cost to resurface the tennis courts and Northside Park is \$85,000.00. Funding for this project will utilize a portion of the \$177,952 Prop 68 Per Capita Funding as allocated in the FY21/22 Budget.

**RECOMMENDATION:**

**THAT MAYOR AND COUNCIL APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE STAFF TO SOLICIT BIDS FOR THE NORTHSIDE PARK TENNIS/PICKLEBALL COURT RESURFACING PROJECT.**





**NORTHSIDE PARK  
TENNIS COURT RESURFACING PROJECT**

**Request for Proposals**

**January 2022**

**Project Location: Northside Park  
1414 Colusa Street  
Corning, CA 96021**

**Contact: Robin Kampmann, PE  
Public Works Consultant/City Engineer  
(530) 824-7029**



**Northside Park Tennis Court Resurfacing Project**

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**CITY OF CORNING**  
**NOTICE TO CONTRACTORS**

Proposals will be received at the office of the City Clerk of the City of Corning, 794 Third Street, Corning, California 96021 until **2:00 p.m. on Wednesday February 16, 2022.** At that time, all proposals will be publicly accepted, examined, and declared for:

**Northside Park Tennis Court Resurfacing Project**

The work under this solicitation includes preparing the existing court surface, repairing cracks, leveling depressions, resurfacing the courts, new striping for tennis and pickleball courts, and installation of new nets for both the tennis court and new pickleball courts. The proposed project scope also includes restriping the western tennis court and converting the eastern court into four (4) separate pickleball courts with permanent nets.

No proposal will be accepted unless it is made on a Proposal form furnished by the City of Corning.

In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at [www.dir.ca.gov](http://www.dir.ca.gov).

It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract. The successful bidder shall post a copy of such determination at the job site.

No proposal will be accepted from a Contractor who is not currently licensed in accordance with the provisions of Chapter 9, Division III of the Business and Professions Code. Subcontractors shall also be licensed as required by said code.

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

Bidding documents and specifications may be obtained at Corning City Hall located at 794 Third Street, Corning, the City of Corning Web Page: [www.corning.org](http://www.corning.org) listed under Public Information, or [www.CIPList.com](http://www.CIPList.com). Bids shall be submitted in sealed envelopes plainly marked on the outside **"SEALED BID – NORTHSIDE PARK TENNIS COURT RESURFACING PROJECT – DO NOT OPEN"**

Only one Contract will be awarded. The Contract, if awarded, will be awarded to the lowest responsive and responsible bidder as determined by the City. The lowest bid shall be the lowest total lump sum bid price. The City of Corning reserves the right to waive irregularities, accept or reject any and all bids, and make that award which is in the best interest of the City. If two or more bids are the same and the lowest, contract award will be the sole discretion of the City.

Bidders are hereby notified that in accordance with the provisions of Government Code Section 4590, securities may be substituted for any monies which the City may withhold pursuant to the terms of the Contract to insure performance.

Lisa M. Linnet, City Clerk, City of Corning

## **INSTRUCTIONS TO BIDDERS**

### **A. INTRODUCTION**

Each Proposal shall be in accordance with the Contract Documents prepared by City of Corning. Contract Documents are available at the Corning City Hall, 794 Third Street, Corning California, as specified in the Notice to Contractors.

### **B. PRE-BID WALK THROUGH**

A Pre-Bid walk will be held on **Wednesday February 2, 2022, at 10:30 a.m.** at the Northside Park Tennis Courts 1414 Colusa Street, Corning Ca 96021. Attendance to this meeting is non-mandatory but this will be the only time that the site will be open for review of the purchased play equipment.

### **C. DEFINITION OF TERMS**

- 1. CONTRACT DOCUMENTS:** The Contract Documents consist of the Notice to Contractors, Instructions to Bidders, Specifications, Scope of Work, Proposal, Contract, General Conditions, Plans, and any Addenda.
- 2. CONTRACT:** The Contract is the written agreement covering the performance of the work and the furnishing of labor, materials, tools, and equipment in the construction of the work. It includes supplemental agreements amending or extending the work contemplated and which may be required to complete the work agreements covering alterations, amendments or extensions to the Contract and includes Contract Change Orders.
- 3. CITY AND CONTRACTOR:** The City, their representative, and the Contractor are those mentioned as such in the documents. They are treated throughout the Contract Documents as if each were of the singular number and the masculine gender.
- 4. BIDDER:** Any individual, firm, partnership, or corporation submitting a Proposal for the work contemplated, acting directly or through a duly authorized representative.
- 5. PROPOSAL:** The offer of a Bidder for the work when made out and submitted on the prescribed Proposal form, properly signed and guaranteed.
- 6. PROPOSAL GUARANTEE:** The cash, cashier's check, certified check or Bidder's Bond accompanying the Proposal submitted by the Bidder, as a guarantee that the Bidder will enter into a Contract with the Owner for the performance of the work if the Contract is awarded to him.
- 7. DATE OF EXECUTION OF THE CONTRACT:** The date on which the Contract is signed by the Owner's authorized representative.
- 8. DAYS:** Unless otherwise specifically stated, the term "days" will be understood to mean calendar days.
- 9. WORK:** The term "work" means all the work specified, indicated, shown or contemplated in the Contract Documents, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the City or their representative.
- 10. SPECIFICATIONS:** The term "specifications" refers to the terms, provisions and requirements contained herein and referred to as General Conditions, Special Conditions and Technical Specifications. Where Standard Specifications such as those of ASTM, AASHTO, etc., have been referred to, the applicable portions of such Standard Specifications shall become a part of these Contract Documents.
- 11. PLANS:** The term "Plans" refers to the official Plans, profiles, cross sections, elevations, details and other working drawings and supplementary drawings, or reproductions thereof, signed by the City or their representative, which show the location, character,

dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets and are a part of the Contract Documents regardless of the method of binding.

**D. PREPARATION AND SUBMISSION OF PROPOSALS**

Proposals must be submitted on the forms bound in the Contract Documents and must be signed by the Bidder or his authorized representative. Any corrections to the entries made on the Proposal forms must be initialed by the person signing the Proposal.

Bidders must bid on all items appearing on the Proposal form unless specific directions allow for partial bids. Failure to bid all items may disqualify the Proposal. If bids on all items are not required, Bidders shall insert the words "No Bid" where appropriate. Alternate bids will not be considered unless specifically called for in the Proposal.

Electronic Proposals will not be considered. Modifications to Proposals already submitted will be allowed if received in writing, or by fax, prior to the time fixed in the Notice to Contractors for opening of Proposals. Modifications shall be submitted as such and shall not reveal the total amount of either the original or revised Proposal.

To ensure consideration, the Proposal should be enclosed in a sealed envelope, clearly marked PROPOSAL which also bears the name of the project and the date and time set for opening Proposals. The sealed envelope containing the Proposal should be filed at the place and before the time set for opening of Proposals. Proposals received after the time indicated will be returned unopened.

**E. WITHDRAWAL OF PROPOSALS**

Any bidder may withdraw his Proposal, either personally or by written request at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw his bid for a period of 30 days after the date set for opening. Negligence on the part of the bidder in preparing his bid shall not constitute a right to withdraw his bid subsequent to the bid opening.

**F. ADDENDA AND EXPLANATIONS TO BIDDERS**

Any request for explanation or interpretation of the Contract Documents must be made in writing by 5:00 p.m. on Tuesday February 8, 2022. All requests shall be made by email to [rkampmann@corning.org](mailto:rkampmann@corning.org) with a subject line of Northside Park Tennis Court Resurfacing Project. Any explanation or interpretation will be made in the form of Addenda to the Contract Documents. All Addenda will be uploaded to CIPList.com and to the City of Corning website at [www.corning.org](http://www.corning.org). It will be the bidder's responsibility to verify that they have received all Addenda's. Bidders shall submit signed copies of all Addenda with their Proposals. Oral explanations and interpretations will not be binding.

**G. DISCREPANCIES**

In case of discrepancies between unit prices and totals, unit prices will prevail. In case of discrepancy between words and figures, words will prevail.

**H. ACCEPTANCE OR REJECTION OF PROPOSALS**

The City reserves the right to reject any or all Proposals and to waive any informality in any Proposal. The award of Contract, if made, will be to the lowest responsible Bidder whose Proposal complies with the requirements of the Contract Documents. The award, if made, will be made within 30 days after the opening of Proposals. If the lowest responsible Bidder fails to sign and

return the Contract with acceptable bonds and certificates of insurance, the City may award the Contract to the next lowest responsible Bidder.

**I. CONTRACT BONDS**

The successful Bidder shall furnish a Performance Bond in the amount of 100 percent of the total Contract amount and a Payment Bond in the amount of 100 percent of the total Contract amount.

**J. EXECUTION OF CONTRACT**

The Bidder whose Proposal is accepted shall sign and return the Contract with acceptable bonds and certificates of insurance within 14 calendar days after receiving notice that the Contract has been awarded to him. Failure to do so shall be just cause for annulment of the award and for forfeiture of the Proposal Guarantee.

Within approximately seven (7) days after receiving the signed Contract with acceptable bonds from the successful Bidder, the City's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.



**Northside Park Tennis Court Resurfacing Project**

Work required under this solicitation includes supplying all material not supplied with the equipment and labor for Northside Park Tennis Court Resurfacing Project.

Bidder agrees to perform all the work described in the Contract Documents with a project completion date 25 working days after execution of Contract for the following prices to wit:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1	CRACK REPAIR	1	LS		
2	RESURFACING COURT AREA	12,100	SF		
3	PLAYING LINES FOR PICKLEBALL	4	EA		
4	PLAYING LINES FOR TENNIS COURTS	1	EA		
5	TENNIS COURT NET REPLACEMENT	1	EA		
6	NEW PICKLEBALL NETS W/ POSTS	4	EA		
				PROJECT	

**TOTAL PROJECT AMOUNT:**    \$ \_\_\_\_\_

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

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

Proposals will be accepted at 794 Third Street, Corning, CA 96021 until 2:00 p.m. on Wednesday February 16, 2022.

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Company Name

California State Contractors

License Number Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DIR #: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Phone  
\_\_\_\_\_

Email  
\_\_\_\_\_

A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.



**Northside Park Tennis Court Resurfacing Project**

The undersigned further declares that the only persons or parties interested in the Proposal as Principals are those named herein, and that this Proposal is not made in collusion with any persons, firm or corporation.

Accompanying this Proposal is \_\_\_\_\_, (cash, cashier's check, certified check, or Bidder's Bond) in the amount equal to at least 10 percent of the total amount of the Proposal, and signed copies of all Addenda.

The undersigned agrees that in case of default in signing and returning the required Contract with necessary bonds within 14 days after receiving notice of award, the proceeds of the cash, check or bond accompanying the Proposal shall be forfeited to the City.

Licensed in accordance with an act providing for the registration of Contractors:

Class \_\_\_\_\_ License No. \_\_\_\_\_ Expires \_\_\_\_\_

Department of Industrial Relations (DIR) Registration Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

By my signature on this proposal, I certify under penalty of perjury under the laws of the State of California that the Contractor's License Information is true and correct.

Signature of Bidder: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Dated: \_\_\_\_\_

*Note: If the Bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a co-partnership, the true name of the firm shall be set forth above, together with the signature of the partners authorized to sign Contracts on behalf of the co-partnership; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with Owner prior to opening of Proposals or submitted with the Proposal; otherwise, the Proposal will be disregarded as irregular and unauthorized.*



**BIDDER'S BOND**  
**CITY OF CORNING**  
**STATE OF CALIFORNIA**

We, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are bound unto the City of Corning, hereafter referred to as "Obligee," in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee for the Northside Park Tennis Court Resurfacing Project for which bids are to be opened at Corning, California, on Wednesday February 16, 2022 at 2:00 p.m.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Notice to Contractors, Special Provisions, Proposals, and Contract for this work, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract and the other to guarantee payment for labor and materials is provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

**LIST OF SUBCONTRACTORS**

Following is the name and location of the mill, shop, or office of each subcontractor who will perform work or labor or render services to the above-signed bidder. Failure of the bidder to specify a subcontractor for any portion of the work to be performed under the contract constitutes an agreement by the bidder to perform that portion of the work himself.

**ALL SUBCONTRACTORS MUST BE LISTED REGARDLESS OF MONETARY VALUE OF WORK.**

NAME AND ADDRESS OF SUBCONTRACTOR	LABOR OR SERVICES TO BE PERFORMED	SUBCONTRACTOR LICENSE #	CLASS
(1) _____ _____ _____	_____	DIR #: _____	_____
(2) _____ _____ _____	_____	DIR #: _____	_____
(3) _____ _____ _____	_____	DIR #: _____	_____
(4) _____ _____ _____	_____	DIR #: _____	_____
(5) _____ _____ _____	_____	DIR #: _____	_____

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder \_\_\_\_\_, proposed subcontractor \_\_\_\_\_, hereby certifies that he has \_\_\_\_\_, has not \_\_\_\_\_, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor [41 CFR 60-1.7(b)(1)] and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

### PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

## **PUBLIC CONTRACT CODE SECTION 10232 STATEMENT**

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final un-appealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two (2) year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

## **PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT**

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares, under penalty of perjury under the laws of the State of California, that the bidder has \_\_\_\_, has not \_\_\_\_ been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal Antitrust Law in connection with the bidding upon, award of or performance of any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above statements are part of the Proposal. Signing this Proposal on the signature portion hereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## **NON-COLLUSION AFFIDAVIT**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the City of Corning, Department of General Services

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, of divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agency thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**PROPOSAL CERTIFICATION**

**(LABOR CODE SECTION 1861)**

STATE OF CALIFORNIA     )  
  ) SS  
COUNTY OF TEHAMA )

I, the undersigned, do hereby certify:

That I am aware of the provisions of Section 3700 of the Labor Code of the State of California, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Executed at \_\_\_\_\_

On \_\_\_\_\_  
(Date)

I CERTIFY under the penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Contractor-Employer

**Contract for City Services**  
**CITY OF CORNING**

**Northside Park Tennis Court Resurfacing Project**

THIS AGREEMENT, made and entered into on the below written, by and between The City of Corning, hereinafter called the **OWNER**, and **\*\*enter name of contractor here\*\*** hereinafter called the **CONTRACTOR**.

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

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

These Special Provisions, the Bid Proposal, and the Plans and Specifications attached hereto and incorporated herein by express reference are a material part of this contract and are expressly incorporated herein as though fully set forth in this paragraph. These documents are collectively marked **EXHIBIT "A"**.

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

**ARTICLE III.** The Contractor and Public Works Director shall produce a schedule for the project start date after the date of execution of the Contract. He/She shall diligently prosecute the same to completion as shown on the Proposal attached hereto and incorporated herein.

**ARTICLE IV. Licensing, Insurance & Labor Code Requirements**

- ❖ Contractor agrees to secure and maintain a general liability insurance policy in a sum not less than \$1,000,000.00 during the term of the Contract Agreement and any extension thereto and shall name the City of Corning as an additional insured under the general liability insurance policy. Contractor shall also secure and maintain, during the term of the Contract Agreement, Automobile Liability Insurance at limits competitive in the construction industry of like kind, which shall be applicable and cover those vehicles operating on the project, and any transfer obligation to/from the project, as well as Workers Compensation Insurance where applicable and/or required under California law.
- ❖ Contractor shall purchase and maintain a City of Corning Business License and any other applicable license issued by the State of California required for such work.
- ❖ A contractor and/or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or

engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. In accordance with the provisions of Section 1770, and following, of the Labor Code of the State of California, the City of Corning has ascertained that the general prevailing rate of wages applicable to the locality in which the work is to be done will be listed in the "General Prevailing Wage Rates as determined by the Director of Industrial Relations," which is on file at City Hall and available from the California Department of Industrial Relations Internet website at [www.dir.ca.gov](http://www.dir.ca.gov).

- ❖ It is mandatory that the Contractor to whom the contract is awarded and any subcontractor under him pay not less than said specified rates to all persons employed by them or either of them in the execution of the contract. The successful bidder shall post a copy of such determination at the job site, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

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

**ARTICLE VI. Termination of Contract.** Should contractor fail to perform satisfactorily during this agreement, City reserves to itself the right to cancel any remaining portion of said contract upon thirty days written notice to Contractor, by notice in writing provided to Contractor at his usual place of business. Should Contractor breach any of the terms and conditions of this contract, or violate any laws, the City reserves unto itself the right to direct Contractor to immediately cease performance and then terminate this contract thereafter, upon thirty days written notice, and pay contractor such amounts as he may then be entitled to on a pro-rata basis (pro-rated according to amount of work satisfactorily completed)

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

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

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

**ARTICLE X.** If during the performance of Contactor's work Contractor, its agents, or employees discover a dangerous condition that presents a possible danger to the general public, or is otherwise reasonably perceived by Contractor as a danger to the public, Contractor shall immediately notify Public Works of the condition and if necessary shall post a warning at the area presenting such condition to warn the general public of the same and thereafter safely and timely resolve the condition or until such time as the Public Works Department can assess or otherwise address the condition.



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

**CITY OF CORNING:**

Approved as to form:

\_\_\_\_\_

Kristina Miller,  
City Manager

\_\_\_\_\_

City Attorney,  
City of Corning

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**CONTRACTOR:**

\_\_\_\_\_

By (signature)

\_\_\_\_\_

\_\_\_\_\_

By and Title (printed)

\_\_\_\_\_

\_\_\_\_\_

Address

\_\_\_\_\_

Date

\_\_\_\_\_

E-Mail Address

\_\_\_\_\_

Telephone Number

**CITY OF CORNING**  
**STATE OF CALIFORNIA**  
**BOND OF FAITHFUL PERFORMANCE**

**Northside Park Tennis Court Resurfacing Project**

KNOW ALL MEN BY THESE PRESENTS, THAT WE, \_\_\_\_\_, the Contractor in the contract hereto annexed, as principal, and \_\_\_\_\_, as surety, are held and firmly bound unto the City of Corning in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) lawful money of the United States, for which payments, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed, and dated \_\_\_\_\_

The condition of the above obligation is that if said principal, as Contractor in the contract hereto annexed, shall faithfully perform each and all of the conditions of said contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the City, necessary to perform and complete, and to perform and complete in a good workmanlike manner, the work of Northside Park Tennis Court Resurfacing Project in strict conformity with the terms and conditions set forth in the contract hereto annexed, then this obligation shall be null and void, otherwise to remain in full force and effect, and that said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

Surety further agrees, in case suit is brought upon this bond, that it will pay, in addition to the basic obligation herein, a reasonable attorney's fee to be awarded and fixed by the Court and to be taxed as costs and to be included in the judgment therein rendered.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Surety

**PAYMENT BOND**  
**CITY OF CORNING, STATE OF CALIFORNIA**  
**(Section 3247, Civil Code)**  
**Northside Park Tennis Court Resurfacing Project**

WHEREAS, the City of Corning, Department of Public Works, hereafter referred to as "Obligee," has awarded to Contractor, \_\_\_\_\_, hereinafter referred to as "Principal," a contract for the work described as follows: Northside Park Tennis Court Resurfacing Project

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) for which payment we bind ourselves, jointly and severally.

**THE CONDITION OF THIS OBLIGATION IS SUCH**

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Attorney-in-Fact



# General Conditions

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## **A. SCOPE OF THE WORK**

**A.1 INTENT:** The intent of the Plans and Specifications is to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Contract Documents. Where the Plans or Specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract in a satisfactory and workmanlike manner.

**A.2 CHANGES IN THE WORK:** The Owner reserves the right to make changes in the work, including alterations, additions, deductions, and omissions, and to require extra work, all as may be deemed necessary by the City Representative. All such changes will be done under Contract Change Order which shall set forth the work to be done or the changes to be made, the value of the work or the method by which it will be determined and the change, if any, in the time of completion of the work.

The value of any such extra work or change shall be determined in one or more of the following ways:

- (a) By unit prices named in the Contract or subsequently agreed upon.
- (b) By estimate and acceptance in an agreed upon lump sum.
- (c) By Force Account as provided for in Article F.4.

If none of the above methods is agreed on, or if the work is to be done by Force Account, the Contractor shall keep and present in the form prescribed in Article F.5 a correct account of the net cost of the labor and materials actually incorporated in the work.

Upon receipt of a Contract Change Order, the Contractor shall proceed with the ordered work. If ordered in writing by the City Representative, the Contractor shall proceed with the work so ordered prior to actual receipt of a Contract Change Order. A Contract Change Order executed by the Contractor and approved by the City Representative is an executed Contract Change Order as that term is used in Articles A.3 through A.5.

A Contract Change Order may be issued to the Contractor at any time. Should the Contractor disagree with any terms or conditions set forth in a Contract Change Order which he has not executed, he shall submit a written protest to the City Representative within 15 days after the receipt of such Contract Change Order. The protest shall state the points of disagreement, Specification references, and, if possible, the quantities and cost involved. If a written protest is not submitted, payment will be made as set forth in the Contract Change Order and such payment shall constitute full compensation for all work included therein or required thereby. Such unprotested Contract Change Orders will be considered as executed Contract Change Orders as that term is used in Articles A.3 through A.5.

Where the protest concerning a Contract Change Order relates to compensation, the compensation payable for all work specified or required by said Contract Change Order to which such protest relates will be determined as provided in Articles A.3 through A.5. The Contractor shall keep full and complete records of the cost of such work and shall permit the City Representative to have access thereto as may be necessary to assist in the determination of the compensation payable for such work.

Where the protest concerning a Contract Change Order relates to the adjustment of time of completion of the work, the time to be allowed therefore will be determined as provided in Article B.3.

**A.3 INCREASED OR DECREASED QUANTITIES:** Increases or decreases in the quantity of a Contract item of work will be determined by comparing the total pay quantity of such item of work with the quantity shown in the Proposal for the same item of work.

If the total pay quantity of any item of work required under the Contract varies from the Proposal quantity therefore by 25 percent or less, payment will be made for the quantity of work performed at the Contract unit price, unless eligible for adjustment pursuant to Article A.4.

If the total pay quantity of any item of work required under the Contract varies from the Proposal quantity therefore by more than 25 percent, in the absence of an executed Contract Change Order specifying the compensation to be paid, the compensation payable to the Contractor will be determined in accordance with Articles A.3.a, A.3.b, or A.3.c herein, as the case may be.

**A.3.a Increase of more than 25 percent:** Should the total pay quantity of any item of work under the Contract exceed the Proposal quantity by more than 25 percent, the work in excess of 125 percent of the proposal quantity (if not covered by an executed Contract Change Order specifying the compensation) will be paid for by adjusting the Contract unit price, or at the option of the City Representative, payment for the work involved in such excess will be made on the basis of Force Account as provided in Article F.4

The Contractor's fixed costs which have been distributed over the Proposal quantity will be deemed to have been recovered by the Contractor from the payments made for 125 percent of the Proposal quantity and will be excluded from the adjusted unit price.

**A.3.b Decreases of more than 25 percent:** Should the total pay quantity of any item of work under the Contract be less than 75 percent of the Proposal quantity, the quantity performed (unless covered by an executed Contract Change Order specifying the compensation) will be paid for by adjusting the Contract unit price, or at the option of the City Representative, payment for the quantity of the work of such item performed will be made on the basis of Force Account as provided in Article F.4

The Contractor's fixed costs which have been distributed over the Proposal quantity will be redistributed over the pay quantity in determining the adjusted unit price.

The total payment for the final quantity of such item of work will in no case exceed the payment which would be made for the performance of 75 percent of the Proposal quantity at the original Contract unit price.

**A.3.c Deleted items:** Should any Contract item of work be deleted in its entirety (in the absence of an executed Contract Change Order covering the deletion), payment will be made to the Contractor for actual and direct costs, excluding overhead and profit, incurred prior to the date of notification in writing by the City Representative of the deletion, except as provided for costs of handling materials.

If acceptable material is ordered by the Contractor for the deleted item prior to the date of notification of the deletion by the City Representative, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor, excluding overhead and profit. In such case, the material paid for shall become the property of the Owner and the cost of any further handling will be paid for as extra work as provided in Article A.5. If the material is returnable to the vendor and if the City Representative so directs, the material shall be returned and the Contractor will be paid for charges made by the vendor for returning the material, excluding any markup for overhead and profit to the Contractor. The cost of handling returned material will be paid for as extra work as provided in Article A.5.

**A.4 CHANGES IN CHARACTER OF WORK:** If an ordered change in the Plans or Specifications materially changes the character of the work of a Contract item from that on which



the Contractor based his Proposal price and increases or decreases the actual unit cost of the changed item, an adjustment in compensation therefore will be made. Any such adjustment will apply only to the portion of the work of said item actually changed in character. At the option of the City Representative, the work of said item or portion of said item which is changed in character will be paid for by Force Account as provided in Article F.4.

Failure of the City Representative to recognize a change in character of the work at the time the Contract Change Order is issued shall in no way be construed as relieving the Contractor of his duty and responsibility of filing a written protest within the 15-day limit.

**A.5 EXTRA WORK:** New and unforeseen work will be classed as extra work when determined by the City Representative that such work is not covered by any of the various items for which there is a Contract price or by combinations of such items. In the event portions of such work are determined by the City Representative to be covered by some of the various items for which there is a Contract price or combination of such items, the remaining portion of such work will be classed as extra work. Extra work also includes work specifically designated as extra work in the Plans or Specifications.

The Contractor shall do such extra work and furnish material and equipment therefore upon receipt of a Contract Change Order or other written order from the City Representative, and without a Contract Change Order or other written order of the City Representative, he shall not be entitled to payment for such extra work. Where such extra work is ordered by a written order other than a Contract Change Order, the City Representative will, as soon as practicable, issue a Contract Change Order. The provisions in Article A.2 shall be fully applicable to the subsequently issued Contract Change Order. Payment for extra work required to be performed pursuant to the provisions of this section, in the absence of an executed Contract Change Order, will be made by Force Account as provided in Article F.4, or as agreed to by the Contractor and the City Representative.

**A.6 GUARANTEE:** The Contractor shall guarantee all his work against defective material or faulty workmanship for a period of one year after the date of acceptance of the work by the Owner.

The Contractor shall repair or replace to the satisfaction of the City Representative any or all such work that may prove defective in workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of failure to comply with the above-mentioned conditions within a reasonable time after being notified in writing, the Owner is authorized to have the defects repaired and made good at the expense of the Contractor who will pay the cost and charges therefore immediately upon demand.

The signing of the Contract by the Contractor shall constitute execution of the above guarantees. The Contract Performance Bond shall remain in full effect during the guarantee period and will not be released until the expiration of such period.

## **B. PROGRESS AND COMPLETION OF THE WORK**

**B.1 PROGRESS OF THE WORK AND TIME OF COMPLETION:** The Contractor shall begin work within 15 days after the date of execution of the Contract. He shall diligently prosecute the same to completion within the number of days set forth in the proposal documents.

**B.2 LIQUIDATED DAMAGES:** It is agreed by the parties of the Contract that in case all work called for under the Contract is not completed within the number of days specified in the

Special Conditions, damage will be sustained by the Owner; and it is further agreed that it is, and will be, impractical and extremely difficult to ascertain and determine the actual damage which the Owner will sustain by the delay. It is therefore agreed that the Contractor will pay to the Owner the sum of \$250 per day for every day's delay in finishing the work. The Contractor agrees to pay said liquidated damages and further agrees that the Owner may deduct the amount thereof from the monies due or to become due the Contractor under this Contract.

It is further agreed that if the work called for under the Contract is not completed within the number of days specified in the proposal documents, the Owner shall have the right to increase the number of days or not, as he decides will best serve his interest. If the Owner decides to increase the number of days, he shall further have the right to charge the Contractor, his heirs, assigns, or sureties, and to deduct from the final payment for the work, all or any part, as he may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses which are directly chargeable to the Contract and which accrue during the period of such extension, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges.

**B.3 DELAYS AND EXTENSIONS OF TIME:** The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering, inspection, superintendence, and other overhead expenses during any delay beyond the time named for the completion of the work caused by an act of God or by the public enemy, acts of the Owner, fire, floods, epidemics, quarantine restrictions, strikes, unusual shortage of materials and freight embargoes. In the event of such delay, the Contractor shall notify the City Representative in writing of the causes of delay within 10 days from the beginning of such delay, and his findings thereon shall be final.

**B.4 PROGRESS SCHEDULE AND ORDER OF COMPLETION:** Within 10 days after execution of the Contract, the Contractor shall submit to the City Representative a progress schedule showing a breakdown of the work into at least all its major items and showing the proposed dates of starting and completing these items of work. This schedule shall also conform to the requirements for completion of portions of the work as may be specified in the Special Conditions. The Contractor shall review and, if necessary, revise the progress schedule at least once a month and in any event shall submit a current schedule to the City Representative at his request at any time during the Contract period.

## **C. CONTROL OF THE WORK**

**C.1 ASSIGNMENT:** Neither party of the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due, or to become due to him hereunder, without the previous written consent of the Owner.

**C.2 RIGHTS OF VARIOUS INTERESTS:** Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Representative, to secure the completion of the various portions of the work in general harmony.

**C.3 SEPARATE CONTRACTS:** The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the City Representative any defects in such work that render it unsuitable. His failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his work except as to defects which

may later develop in the other contractor's work. In addition, the Contractor shall measure work already in place and shall immediately report to the City Representative and discrepancy between the executed work and that shown on the Plans.

**C.4 SUBCONTRACTS:** No subcontractor will be recognized as such, and all persons engaged in the work will be considered as employees of the Contractor and he will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

**C.5 CONTRACT DOCUMENTS:** The various parts of the Contract Documents, as defined in the Instructions to Bidders, are complementary and a requirement stated in one is as binding as though stated in all. They are intended to be cooperative and to describe and provide for a complete work.

In the event of conflict between the Instructions to Bidders and the Special Conditions, the Special Conditions shall govern. In the event of conflict between the General Conditions and the Special Conditions, the Special Conditions shall govern. In the event of conflict between the Plans and the Technical Specifications, the Technical Specifications shall govern, except that where items are shown on the Plans and are not specifically included in the Technical Specifications, the Plans shall govern.

**C.6 OWNER AUTHORITY:** The Owner will designate a representative ("City Representative") who has full authority to interpret the Contract Documents, to enforce the requirements thereof and to decide questions which arise during the course of the work. He or she has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He or she shall also have authority to reject all work and materials which do not conform to the Contract Documents.

If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the City Representative to be insufficient, inefficient, or inappropriate to secure the quality of work required or the proper rate of progress, the City Representative may order the Contractor to increase their efficiency, or to improve their character, or to augment their number, or to substitute new tools, plant or equipment as the case may be, and the Contractor must conform to such order; but the failure of the City Representative to demand such increase of efficiency, number or improvement shall not relieve the Contractor of his obligation to secure the quality of work and the rate of progress necessary to complete the work in accordance with the Contract Documents.

In giving instructions, the City Representative shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purpose of the work.

**C.7 INSPECTION OF WORK:** The City Representative and his or her representatives shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide proper facilities for such access and for inspection. If the Specifications or the City Representative's instructions require any work to be specially tested or approved, the Contractor shall give the City Representative timely notice of its readiness for inspection. Inspection by the City Representative will be made promptly. If any work should be covered up without approval or consent of the City Representative, it must, if required by the City Representative, be uncovered for examination at the Contractor's expense.

The inspection of the work or materials shall not relieve the Contractor of any of his obligations to fulfill his Contract as prescribed. Work and materials not meeting such requirements shall be made good and unsuitable work or materials may be rejected, notwithstanding that such work or

materials may have been previously inspected by the City Representative or that payment therefore has been included in a progress estimate.

Re-examination of questioned work may be ordered by the City Representative and if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner will pay the cost of re-examination and replacement. If such work is not found to be in accordance with the Contract Documents, the Contractor shall pay such cost.

Projects financed in whole or in part with State or Federal funds shall be subject to inspection at all times by the State or Federal Agency involved. Where any part of the work is being done under an encroachment permit or building permit, or is subject to State, County or municipal codes, laws or ordinances, representatives of the governing agency shall have full access to the work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws or ordinances. If advance notice of the readiness of the work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.

**C.8 SUPERINTENDENCE:** The Contractor shall designate in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the Contractor. Said authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. During periods when work is suspended, arrangements acceptable to the City Representative shall be made for any emergency work which may be required.

Whenever the Contractor or his authorized representative is not present on any particular part of the work where it may be desired to give direction, orders will be given by the City Representative, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.

Any order given by the City Representative, not otherwise required by the Contract Documents to be in writing will, on request of the Contractor, be given or confirmed by the City Representative in writing.

**C.9 CHARACTER OF WORKMEN:** If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the City Representative or shall appear to the City Representative to be incompetent or to act in a disorderly or improper manner, he shall be removed immediately on the requisition of the City Representative, and such person shall not again be employed on the work.

The Contractor shall always enforce strict discipline and good order among his employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

Neither party shall employ or hire any employee of the other party without his consent.

**C.10 PLANS, SPECIFICATIONS, AND INSTRUCTIONS:** Unless otherwise provided in the Special Conditions, the City Representative will furnish to the Contractor, free of charge, all copies of Plans and Specifications reasonably necessary for the execution of the work. He will also furnish with reasonable promptness additional instructions, either as supplemental drawings or otherwise, as may be necessary for the proper execution of the work. The Contractor shall keep one copy of all Plans and Specifications, including any Addenda and Contract Change Orders, on the work in good order available to the City Representative and his representatives.

Should the Contractor be in doubt as to the meaning of any provision in the Plans and Specifications, or should he find any errors or omissions therein, or should he find any errors or omissions in the layout or staking, he shall immediately notify the City Representative. The City

Representative will promptly investigate and will furnish the Contractor with any additional instructions as may be required.

**C.11 CONSTRUCTION STAKING:** It will be the Contractors responsibility to set such construction stakes and marks as he determines are necessary to establish the lines and grades required for the completion of the work specified in the Contract Documents. The cost to set needed construction stakes shall be included in the lump sum cost proposed by the Contractor.

**C.12 PERMITS AND REGULATIONS:** Permits and licenses of a temporary nature necessary for the prosecution of the work shall be obtained by the Contractor at his expense. Unless otherwise specified in the Special Conditions, permits and licenses for permanent structures or permanent changes in existing facilities will be secured and paid for by the Owner. Copies of any permits and licenses which are obtained by the Owner will be on file at his office and will be available for inspection by the Contractor. The Contractor shall acquaint himself with, and abide by, any requirements of these documents. The Contractor shall obtain any supplemental agreements or bonds required by any encroachment permit, and he shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work. If the Contractor observes that the Plans and Specifications are at variance therewith, he shall promptly notify the City Representative in writing, and any necessary changes shall be adjusted as provided in the Contract Documents for changes in the work. If the Contractor performs any work, knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City Representative, he shall bear all costs arising therefrom.

**C.13 LANDS FOR WORK:** The Owner shall provide the lands, easements, and rights-of-way upon which the work under this Contract is to be done. Unless he specifically makes other arrangements, the Contractor shall confine his operations to the limits of the Owner's land and to the limits of the easements and rights-of-way. The Contractor shall provide land required for the erection of temporary construction facilities and storage of his material.

**C.14 SUSPENSION OF WORK:** The Owner may at any time suspend the work, or any part thereof, by giving one day's notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the Owner to the Contractor to do so. The Owner will reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension, except that no reimbursement will be made if the suspension is due to non-conformance with the Contract Documents on the part of the Contractor. If the work or any part thereof shall be stopped by notice in writing, and if the Owner does not give notice in writing to the Contractor to resume work within 30 days of the date fixed in written notice to suspend, the Contractor may abandon the suspended portion of the work and will be entitled to payment for all work acceptably done on the abandoned portions.

**C.15 THE OWNER'S RIGHT TO DO WORK:** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Owner, after 3 days' written notice to the Contractor, may, without prejudice to any other course of action he may have, perform or have performed by other forces, all or any portion of the work and may deduct the cost thereof from the monies due or to become due the Contractor under this Contract.

**C.16 THE OWNER'S RIGHT TO TERMINATE CONTRACT:** If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of his creditors, or if a receiver should be appointed because of his insolvency, or if he should persistently or repeatedly refuse or should fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for materials or labor, or persistently disregard laws, ordinances or the instructions of the City Representative, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certification

of the City Representative that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 7 day's written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price exceeds the expenses of finishing the work, including compensation for all attributable administrative costs and for damages incurred through the Contractor's default, such excess shall be paid to the Contractor. If such expenses exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expenses incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the City Representative.

**C.17 REMOVAL OF EQUIPMENT:** In the case of annulment of this Contract before completion for any cause, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all his equipment and supplies from the Owner's property. If not promptly done, the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

**C.18 CORRECTION OF WORK:** The Contractor shall promptly remove from the premises all materials condemned by the City Representative as failing to conform to the Contract Documents whether incorporated in the work or not. The Contractor shall, at his own expense, promptly replace such materials and perform all work made necessary by such replacement, including making good all work of others destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove and store the material at the expense of the Contractor. If the Contractor does not pay for the expense of the removal within 10 days' time thereafter, the Owner may, upon 10 days' written notice, sell such materials at auction or at private sales and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

**C.19 DEDUCTIONS FOR UNCORRECTED WORK:** If the City Representative deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made.

**C.20 USE OF COMPLETED PORTIONS:** The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to extra compensation, or extension of time or both, as the City Representative may determine.

**C.21 CLAIMS FOR EXTRA COSTS:** It is hereby mutually agreed that the Contractor shall not be entitled to payment of additional compensation for any cause, including any act or failure to act by the City Representative, or of any event, thing or occurrence, unless he shall have given the City Representative due written notice of potential claim, provided however, that compliance with this Article shall not be a prerequisite as to matters within the scope of the protest provisions in Article A.2, nor to any claim which is based on differences in measurements or errors of computation of Contract quantities.

The written notice of potential claim shall set forth the reasons the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The required notice must have been given to the City

Representative prior to the time the Contractor performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the City Representative, or in all other cases within 15 days after the event, thing or occurrence giving rise to the potential claim.

In the event of an emergency endangering life or property, the Contractor shall act as stated in Article D.4, and after execution of the emergency work, shall present an accounting of labor, materials, and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in Article A.2.

The City Representative shall, within a reasonable time after their presentation to him, state his decisions in writing on all claims of the Owner or the Contractor. All such decisions of the City Representative shall be final.

It is the intention of this Article that differences between the parties arising under and by virtue of the Contract be brought to the attention of the City Representative at the earliest possible time so that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing, or occurrence for which no written notice of potential claim was filed.

**C.22 CLEANING UP:** The Contractor shall, at his own expense, promptly remove from the Owner's property, and from all other lands affected by his work, all temporary structures, rubbish, and waste materials resulting from his operations. He shall leave such lands in a neat and orderly condition which is at least as good as the condition prior to his operations.

#### **D. INSURANCE AND LIABILITY**

**D.1 CONTRACTOR'S LIABILITY INSURANCE:** The Contractor shall maintain insurance to protect him from claims under workman's compensation acts and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract, whether such operations are controlled by him, a subcontractor or by anyone directly or indirectly employed by either of them. The Owner shall be named as coinsured in all such insurance policies and the coverage shall include concurrent negligence of the Owner or his agents, employees, or representatives whether such concurrent negligence be active or passive, including specifically any liability based upon a violation of any non-delegable duties. Certificates of insurance and the certificate required by Labor Code Section 1861 shall be filed with the City Representative prior to commencing the work and shall be subject to his approval for adequacy of protection.

The Contractor specifically obligates himself and hereby agrees to protect, hold free and harmless, defend and indemnify the Owner, the City Representative and his consultants, and each of their officers, employees and agents, from any and all liability, penalties, costs, losses, damages, expenses, causes of actions, claims or judgments, including attorney's fees, which arise out of or are in any way connected with the Contractor's performance of his work under this Contract. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or his agents, employees, representatives, or subcontractors, or his subcontractor's agent, employees and representatives, resulting in liability irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may have also been a contributing factor to the liability.

As a further precaution toward this end, the Contractor shall procure and maintain, in full force and effect during the performance of the work contemplated thereunder, insurance in his favor and also in favor of the Owner, with an insurance carrier approved by the Owner, as follows:

- ❖ Liability for Personal Injury or Property Damage in the amount of \$1,000,000.00 for any occurrence.

The Contractor shall, before the commencement of the work, take out and maintain in full force and effect, compensation insurance with an insurance carrier or carriers under an insurance policy or policies, satisfactory to the Owner covering his full liability under the "Worker's Compensation Insurance and Safety Act" of the State of California to any employee who may be injured during the course of said work and to the dependents of any employee who may be killed during the course of said work.

Such policy or policies shall expressly provide therein that they shall not be canceled by the insurer until 10 days after written notice of the intended cancellation thereof shall have first been given to the Owner by the insurer.

The Contractor shall file with the Owner, immediately after the signing of the Contract, certificates of all insurance. These certificates shall be fully executed and shall state that the policies cannot be canceled until 10 days after written notification of such intent of cancellation has been given to the Owner. All policies shall be with Insurance Companies acceptable to the Owner.

In case of the breach of any provision of this Article, the Owner may take out and maintain at the expense of the Contractor such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Contract.

**D.2 FIRE INSURANCE:** Fire insurance will not be required for this project.

**D.3 PRESERVATION OF PROPERTY:** The Contractor shall take whatever precautions necessary to prevent damage to all existing improvements, including aboveground and underground utilities, trees and shrubbery that are not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, building and structures, the Owner's property, adjacent property and any other improvements or facilities within or adjacent to the work. If such improvements or property are injured or damaged by the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition prior to the start of the Contractor's operations.

The Contractor shall examine all bridges, culverts, and other structures over which he will move his materials and equipment, and before using them, he shall properly strengthen such structures, where necessary. The Contractor will be held responsible for any and all injury or damage to such structures caused by his operations.

The fact that any pipe or other underground facility is not shown, or not accurately shown on the Plans, shall not relieve the Contractor of his responsibility under this Article. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by his operations.

**D.4 PROTECTION OF WORK:** The Contractor shall continuously maintain adequate protection of all his work from damage. He shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the Contract Documents. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the City Representative, is hereby permitted to act at his discretion to prevent such threatened loss or injury, and he shall so act without appeal



if so instructed or authorized. Any compensation claimed by the Contractor for emergency work shall be determined as specified under Article A.2.

**D.5 PUBLIC SAFETY:** The Contractor shall be responsible for furnishing and maintaining all flagmen, warning signs, barricades, emergency lighting, shoring, etc. necessary to protect the public and workmen employed on the project. Safety provisions shall conform to all applicable Federal, State, County and local laws, ordinances and codes and, in particular, to the rules and regulations established by OSHA and the California Division of Industrial Safety.

**D.6 ACCIDENTS:** The Contractor shall provide at the site such equipment and medical facilities as are necessary to give first-aid service to anyone who may be injured.

The Contractor must promptly report in writing to the City Representative all accidents arising from or in connection with the performance of the work on or adjacent to the site, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the City Representative and the Owner.

If any claim is made against the Contractor or any subcontractor because of any accident, the Contractor shall promptly report the facts in writing to the City Representative, giving full details of the claim.

## **E. LABOR AND MATERIALS**

**E.1 HOURS OF LABOR:** The Contractor shall forfeit, as penalty to the Owner, \$25.00 for each workman employed in the execution of the Contract by him or by any subcontractor under him for each calendar day any workman is required or permitted to labor more than 8 hours in violation of the provisions of the Labor Code and in particular, Section 1810 to Section 1817 thereof, inclusive.

**E.2 EMPLOYMENT OF APPRENTICES:** The Contractor's attention is directed to Section 1777.5 of the Labor Code, provisions of said section pertaining to employment of indentured apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any subcontractor employed by him in the performance of the Contract work shall take such actions as necessary to comply with the provisions of said Section 1777.5.

**E.3 LABOR DISCRIMINATION:** Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

**E.4 PREVAILING WAGE:** The Contractor shall forfeit as penalty to the Owner, \$50.00 for each calendar day or portion thereof, for each workman paid less than stipulated prevailing rates for any work done under the Contract by him or by any subcontractor under him, in violation of the provisions of the Labor Code and in particular, Section 1770 to Section 1780 thereof, inclusive.

The Owner will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the Prevailing Wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his Proposal and will not be considered as the basis of a claim against the Owner on the Contract.

The Contractor and each Subcontractor shall keep an accurate record showing the name, address, social security number, work classification, straight time and overtime hours worked each day

and week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee by him or her in connection with the work. These payroll records shall be certified and made available for inspection at all reasonable hours at the principal office of the Contractor and furnished by the Contractor to the Owner and others upon request in accordance with the provisions of Labor Code Section 1776. The Contractor's attention is called to the penalties provided for in Section 1776 for the failure to comply with its provisions.

- ❖ No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- ❖ No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- ❖ This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- ❖ The prime contractor is required to post job site notices prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required for projects monitored by the CMU.)

**E.5 MATERIALS:** Unless otherwise specifically stated in the Special Conditions, the Contractor shall furnish all materials necessary for the execution and completion of the work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to ensure completion of the work in accordance with the Contract Documents. The Contractor shall furnish satisfactory evidence as to the kind and quality of materials.

Where materials are to be furnished by the Owner, the type, size, quantity, and location at which they are available will be stated in the Special Conditions.

In certain instances, the Owner may have available power, water or other utilities or materials which the Contractor may wish to use. If the Owner intends to furnish these free of charge, it will be so stated in the Special Conditions. In the absence of such specific statement, the Contractor shall furnish all utilities and materials at his own expense.

**E.6 RECORDS OF MATERIALS PURCHASED:** If required by the City Representative, the Contractor shall furnish duplicate invoices to the City Representative for all materials furnished to the project.

**E.7 PATENTS:** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the work, and agrees to indemnify and save harmless the Owner and the City Representative from all suits at law, or actions of every nature for, or because of the use of any patented materials, equipment, devices, or processes.

**E.8 OWNERSHIP OF REMOVED MATERIALS:** Unless otherwise specifically stated in the Special Conditions or Technical Specifications, any existing equipment or material removed by the Contractor during the course of the work shall remain the property of the Owner. Equipment and materials shall be removed with care to prevent unnecessary damage and shall be neatly stored at a location adjacent to the site of the work as directed by the City Representative.

**E.9 SUBSTITUTION OF MATERIALS:** Where materials and equipment are specified in the Technical Specifications or are shown on the Plans as similar and equal to a certain proprietary brand, the intent is to establish the minimum quality and performance acceptable. If the Contractor proposes to substitute materials or equipment of another proprietary brand but of equal quality, he may submit a request to the City Representative for approval of the proposed substitution. No substitution may be made without prior approval and the City Representative shall be the final judge of equality.

If any tests are necessary for evaluation of the proposed substitution by the City Representative, the Contractor shall furnish all necessary test materials and shall pay the cost of the tests.

**E.10 SUBMISSION OF WORKING DRAWINGS:** Unless otherwise specifically stated in the Special Conditions or Technical Specifications, the Contractor shall submit to the City Representative, four sets of working drawings for all items of equipment or fabricated materials to be installed in the work. These drawings shall show any necessary details in fabrication or erection which are not shown on the Plans furnished by the Owner and shall verify details and dimensions of equipment. The Contractor shall verify these dimensions before starting any work dependent on or affected by them.

**E.11 TESTS:** Unless otherwise specified in the Special Conditions, the Owner will pay for the required testing of materials. The Contractor will furnish all samples at no cost to the Owner. In the event samples are submitted which fail to pass the specified tests, the Contractor will pay for all subsequent tests.

## **F. MEASUREMENT AND PAYMENT**

**F.1 MEASUREMENT OF QUANTITIES:** Where the Contract provides for payment on a lump sum price basis, no measurement of quantities will be made. Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the City Representative on the basis of measurements taken by the City Representative, and these measurements shall be final and binding.

All work computed under the Contract shall be measured by the City Representative according to United States Measurements and Weights. Methods of measurement are specified in the Special Conditions and in the Technical Specifications.

**F.2 SCOPE OF PAYMENT:** The Contractor shall accept the compensation, as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the work, from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the acceptance by the Owner and for all risks of every description connected with the prosecution of the work, also for all expenses incurred in consequence of the suspension or discontinuance of the work; and for completing the work according to the Contract Documents. Neither the payment of any estimate nor any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

No compensation will be made for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

**F.3 CHANGES IN THE WORK:** The value of changes in the work, including extra work, shall be determined in accordance with Articles A.2 through A.5.

**F.4 FORCE ACCOUNT PAYMENT:** Where work is to be paid for by Force Account, the Contractor shall be paid on the basis of the actual cost of labor, material, and equipment, furnished by him as shown on paid vouchers, plus 15 percent. However, the Owner reserves the

right to furnish such materials and equipment as he deems expedient, and the Contractor shall have no claim for overhead and profit on the cost of such material and equipment.

The cost of labor as referred to above shall include the cost of the base wages paid to workmen, plus any additional payment paid to, or on behalf of, workmen as required by State or Federal laws plus any benefits, subsistence and travel allowance as may be required by collective bargaining agreements.

The cost of material as referred to above shall be the net cost to the purchaser, whether Contractor, subcontractor, or other forces, from the supplier thereof.

The cost of equipment as referred to above, shall conform to current equipment rental rates prevailing in the locality, as determined and agreed upon in writing by the City Representative and by the Contractor. This applies to both rental equipment and equipment owned by the Contractor.

**F.5 RECORDS OF FORCE ACCOUNT WORK:** The Contractor shall maintain his records in a manner to provide a clear distinction between the direct costs of extra work paid for on a Force Account basis and the costs of other operations. The Contractor shall furnish the City Representative report sheets in duplicate of each day's extra work no later than the working day following the performance of the work. The daily report sheets shall itemize the materials used and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, subcontractor, or other forces. The daily report sheets shall provide names or identifications and classifications of workmen, the hourly rate of pay and hours worked, and the size, type and identification number or equipment and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. Such invoices shall be submitted with the daily report sheets, or if not available, they shall be submitted with subsequent daily report sheets. Should vendor's invoices not be submitted within 15 days after acceptance of the work, the Owner reserves the right to establish the cost of such material at the lowest current wholesale prices at which the materials are available in the quantities concerned delivered to the location of the work.

Said daily report sheets shall be signed by the Contractor or his authorized agent.

The City Representative will compare his records with the daily report sheets furnished by the Contractor, make any necessary adjustments, and compile the costs of work paid for on a Force Account basis on daily extra work report forms. Then these daily extra work reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed.

**F.6 PAYMENTS WITHHELD:** The Owner may withhold or, because of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect himself from loss due to:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
- d. A Reasonable doubt that the Contract can be completed for the balance then unpaid
- e. Damage to another Contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

The Contractor may, in accordance with the provisions of Government Code Section 4590, substitute securities for any monies which the Owner may withhold to insure performance under this Contract.

**F.7 PROGRESS PAYMENTS:** Once each month, the City Representative will make an estimate in written form of the total amount of work done and of the acceptable materials furnished and delivered by the Contractor on the site and not used to the time of such estimate, and the value thereof. To assist the City Representative in determining the value of acceptable materials which are on hand but not used, the Contractor shall furnish the City Representative with copies of invoices for all such materials. The Owner shall retain 5 percent of such estimated value of work done, and 50 percent of the value of materials so estimated to be on hand but not used.

This retention will serve as part security for the fulfillment of the Contract by the Contractor. The Owner shall pay monthly to the Contractor the balance not retained of the aforesaid, after deducting therefrom all previous payments and all sums to be retained.

When in the judgment of the City Representative, the work is not proceeding in accordance with the provisions of the Contract, or when in his judgment the total amount of the work done since the last estimate amounts to less than \$500.00, no pay estimate will be prepared, and no progress payment will be made.

No estimates or payment shall be construed to be an acceptance of any defective work or improper materials.

The Contractor may, in accordance with the provisions of Government Code Section 4590, substitute securities for any monies which the Owner may withhold to insure performance under this Contract.

**F.8 FINAL PAYMENT:** Within 10 days after the completion of the work and its acceptance by the Owner, the City Representative will make a final estimate in writing of the quantities of work done and the value thereof and will prepare a Notice of Completion to be filed by the Owner. At this time, a semi-final payment will be made to the Contractor provided that such payment is warranted under the terms of Article F.7. The amount of this payment shall be based on the total value of work acceptably performed under the Contract, subject to the same conditions and retentions as payments previously made under the monthly estimates.

Within 20 days after the date of the final estimate, the Contractor shall submit to the City Representative either his written approval of the final quantities, and value of work as determined by the City Representative, or a written statement of any and all claims for additional compensation claimed to be due under the Contract. No claim for which a notice of potential claim is required will be considered unless the Contractor has complied with the notice provisions of Article C.21, nor will any claim be considered that was not included in said written statement of claims.

Failure of the Contractor to submit claims within the specified 20-day period, regardless of whether or not he files written approval, shall constitute his acceptance of the quantities and value of work determined by the City Representative in the final estimate. No claim will be considered if filed after the specified 20-day period.

In the event the Contractor files claims within the specified 20-day period, the City Representative will, within 10 days after receipt of said claims, consider and investigate the Contractor's claims and make his final determination. Should he find any revision to be warranted because of his investigation, the City Representative will immediately notify the Owner and the final pay estimate will be revised accordingly.

Thirty-five days after the date of filing the Notice of Completion, the Owner will pay the entire sum found to be due, after deducting all previous payments and all amounts to be retained under the provisions of the Contract. As a condition of such payment, the Owner may require the Contractor to furnish a release of all claims against the Owner arising by virtue of the Contract. Payment will be withheld for any contract items for which a release is not furnished.

All prior partial estimates and payments shall be subject to correction in the final estimate and payments.

**F.9 PAYMENT OF TAXES:** The Contract prices paid for the work include full compensation for payment of Federal, State, or local taxes.



# **Technical Specifications**

1. UNDERGROUND FACILITIES

NOTICE IS HEREBY GIVEN THAT there may be underground water, gas, telephone, electric, irrigation, storm drain, septic lines, and other utility pipes buried in the project areas. This project does not include any ground disturbance or underground improvements therefore it is not anticipated to have any conflicts with the underground facilities.

Prior to the start of construction the Contractor shall be responsible for contacting all utility companies and/or utility district, and the City of Chico as to the location of all underground facilities. The Contractor shall be responsible for the location of all underground facilities or other buried objects which may be encountered, but which are not shown on the plans. (Call USA at least 48 hours prior to the start of construction at (1-800-642-2444).

*Measurement and Payment:* Any cost in locating underground facilities shall be considered as included in the cost of other items of the contract and no additional compensation will be allowed.

2. MATERIALS

The Contractor shall furnish for use under these Technical Specifications all materials required to complete the attached contract. Only materials conforming to the specifications shall be incorporated in the work.

The City of Corning's Contract Officer shall have the right to obtain samples of all materials to be used in the work and to test such samples for specification compliance. The City of Corning reserves the right to obtain said samples at the point of delivery and/or at the point of manufacture. The City of Corning shall also have the right to inspect sources of materials to be used in the work to verify workmanlike procedures used by the materials supplier. If any portion of work doesn't pass testing, it shall be retested after the Contractor feels he has remedied the deficiency. The Contractor will pay for all re-testing.

No contract change orders will be authorized without prior approval from the contract officer.

3. AIR AND WATER POLLUTION CONTROL AND DUST CONTROL

The Contractor's attention is directed to Standard Specifications, Section 7 "Legal Relations and Responsibilities," Section 13 "Water Pollution and Control," Section 14 "Environmental Stewardship" sub-sections 14-9.02 "Air Pollution Control," 14-9.03 "Dust Control", 14-10 "Solid Waste Disposal and Recycling," and Section 21 "Erosion Control" for requirements related to air and water pollution control and dust control. The Contractor shall abide by the following regarding the control of dust and erosion:

1. Construction equipment exhaust emission shall not exceed Tehama County Air Pollution Control District emission limitations.



2. All heavy construction equipment and all stationary noise sources (such as diesel generators) shall be in good working order and have manufacturer installed mufflers.
3. Equipment warm-up areas, water tanks and equipment storage areas shall be located in an area as far away from existing residences as feasible.

*Measurement and Payment:* Compensation for providing air pollution control, dust control and noise control shall be included in the prices paid for other items of work in the contract, no additional payment shall be made.

4. MAINTENANCE AND CONTROL OF TRAFFIC

*Description of Work:* The Northside Park Tennis Courts will be closed to the public at the time of resurfacing.

It is not anticipated that any roadway obstructions will be necessary to complete the resurfacing project. If roadway obstruction is necessary the Contractor shall supply at his own expense all flagmen, detour signs, barricades and all other traffic control devices and personnel in compliance with provisions of Section 7-1.04 "Public Safety" and Section 12 "Temporary Traffic Control" of the Standard Specifications, and as ordered by the County, necessary to provide a satisfactory level of safety.

Personal vehicles of the Contractor's employees shall be parked legally adjacent to the project and shall not obstruct traffic on adjacent roadways/parking area.

During Contractor non-working hours all traveled lanes shall remain open.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

*Measurement and Payment:* Full compensation for Maintenance and Control of Traffic (including signs) shall be considered as included in the prices paid for other items of work in the contract, no additional payment shall be made

5. CLEAN UP

The Contractor shall clean up the jobsite prior to acceptance of the work. This includes but is not limited to all dirt, spoils, debris, excess materials, and other items. All items shall be removed and the entire site shall present a clean, workmanlike appearance.

*Measurement and Payment:* Full compensation for cleanup shall be considered as included in the prices paid for other items of work in the contract, no additional payment shall be made.

6. COURT RESURFACING

*Description of Work:* The Northside Park Tennis Courts resurfacing shall consist

of preparing existing court surfaces, repairing existing cracks, leveling depressions and bird baths, resurfacing courts with an acrylic resurfacer, applying a 2-coat color coating and striping for new tennis courts and pickleball courts.

1. Preparing the courts:

Remove and store nets and posts.

Scrape and clean entire court surface area including removing debris and/or vegetation from all structural cracks and around fence post footers. All loose dirt and debris shall be cleaned from the court surface utilizing commercial grade mechanical air blowing equipment.

The entire court area including any cracks down to the stone layer shall be cleaned by using an industrial grade hot water pressure wash system to remove stains, loose paint, and other contaminants from the surface and crack areas.

NOTE: After removing all debris and dirt from the cracks and using the pressure washer to thoroughly clean out the cracks, allow 24 to 48 hours without any rain for the cracks to dry out before filling them.

2. Crack Repair and Leveling

Fill all cracks large enough to accept the edge of a nickel within the tennis court playing area with crack patch. The mixing and application of all materials to be used for sealing the cracks shall be performed in accordance with manufacturer's latest written specifications. Any excess compound on the surface of the tennis courts shall be removed immediately. Sufficient compound shall be applied into cracks, so that upon completion of the stated work, the surface of the compound will be flush with the existing tennis court surface. If the compound subsides to a level below the surface of the court, addition application(s) shall be made immediately after settling and curing of the compound from the previous application. All repairs need to be sanded down and surface area cleaned prior to installation of crack repair system.

Crack patch material shall be high strength acrylic cement modifier designed for filling cracks and shall conform to the latest specifications distributed by the approved companies listed in this section.

Depressions holding enough water to cover a nickel shall be filled with a leveling compound. The Contractor shall flood all the courts and then allow draining. Define and mark all area holding enough water to cover a nickel. After defined areas are dry, prime with tack coat mixture of 2 parts water to 1 part patch binder. Allow tack coat to dry completely. Spread patch binder true to grade using a straight edge (never a squeegee). Steel trowel or wood float the patch so that the texture matches the surrounding area. Never add water to the mix; however light misting on surface and edges to feather in is allowed as needed to maintain workability. Allow to dry thoroughly and cure. Sand and

smooth area of all rough textures, and recoat according to manufacturer's latest instructions.

Leveling compound shall be acrylic leveling compound mixed onsite in accordance with the latest specifications distributed by the approved companies listed in this section.

Install Riteway crack repair, Guardian crack repair, or approved equal over structural cracks within the play area in accordance with the latest specifications distributed by the approved companies listed in this section. Structural cracks are cracks which penetrate into the pavement often occurring in long straight or irregular lines. NOTE: Contractor shall be an authorized installer of selected repair product.

### 3. Adhesion Promoter

Apply adhesion promoter over entire concrete surface in accordance with the latest specifications distributed by the approved companies listed in this section.

### 4. Acrylic Resurfacer

Apply resurfacer course to provide smooth underlayment for application of color coating.

1. Apply 1 coat on existing surfaces with minimal repairs.
2. Apply 2 coats on existing acrylic surfaces with extensive cracks or low spot repair.

The resurfacer shall be mixed to provide a consistent homogeneous mixture. It shall be applied to the entire court area using a 30-inch rubber-tipped squeegee. After each application has cured, any ridges shall be removed with scrapers.

Resurfacer shall be an acrylic resurfacer for tennis courts that conforms to the latest specifications as distributed by the approved companies listed in this section.

### 5. Color Coating

Apply 2 coats of color coating to prepared surfaces in accordance with the manufacturer's latest instructions. The court area shall be blue and the perimeter shall be light green. Contractor shall furnish color swatches to owner for approval prior to ordering color coating.

Each coat shall be thoroughly dry before applying the next coat. The entire surface shall be checked for bumps and ridges and the entire area shall be

scraped smooth and the surface cleaned of loose debris between each application.

Color coating system shall conform to the latest specifications as distributed by the approved companies listed in this section.

## 6. Playing Lines

Playing lines for Tennis: 1 court shall receive playing lines for tennis.

After the final application of color coating has thoroughly dried, 2-inch wide white playing lines shall be accurately laid out, taped, and hand painted with white marking paint. Ragged lines will not be accepted. Tennis court line orientation shall match existing layout. The playing lines shall be installed in accordance with the regulations of the U.S. Tennis Association, See Attachment B for court layout.

Playing lines for Pickleball: 4 courts, as shown in Attachment A, shall receive playing lines for pickleball.

After the final application of color coating has thoroughly dried, 2-inch wide white playing lines shall be accurately laid out, taped, and hand painted with white marking paint. Ragged lines will not be accepted. Pickleball court line orientation shall match existing layout. The playing lines shall be installed in accordance with the regulations of the U.S.A. Pickleball Association guidelines, See Attachment C for court layout.

White line paint shall conform to the latest specifications as distributed by the approved companies listed in this section.

## 7. Finishing

Remove all containers and other debris from the site.

After a minimum of 24 hours curing time after last application of paint, reinstall all nets and posts.

## 8. Approved manufacturers

Manufacturing of the crack filler, crack repair system, prime coat, leveling course, adhesion promoter, resurfacer, acrylic color and playing lines shall conform to the latest specifications as distributed by the following approved companies, or approved equivalent:

Advantage Sport Coatings  
5201 Brighton  
Kansas City, MO. 64130  
(800) 821-8549

Guardian Crack Repair System

4051 North Point Road  
Baltimore, MD. 21222  
(800) 458-4675

RiteWay Tennis Products

4 Sycamore Way  
Branford, CT 06405  
(877) 5-RITEWAY

Laykold Sport and Recreational Surfaces by Advance Polymer Technology

109 Conica Lane  
P.O. Box 160  
Harmony, PA, 16037  
(724) 452-1330

TPS Coatings by Hellas Construction, Inc.

12710 Research Blvd.  
Austin, TX 78759  
(512) 250-2910

World Class Athletic Surfaces

817 North Broad Street  
P.O. Box Drawer 152  
Leland, MS 38756  
(800) 748-9649

SportMaster Sport Surfaces

P.O. Box 2277  
Sandusky, OH 44870  
(800) 395-7325

Nova Sports USA, Inc.

6 Industrial Road, Building #2  
Milford, MA 01757  
(508) 473-6540

*Measurement and Payment:* Crack Repair shall be measured on a lump sum basis. Resurfacing shall be measured by the square foot. Pickleball Play Lines and Tennis Court Play Lines shall be measured per each court.

The per lump sum contract price paid for Crack Repair shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in repairing cracks on the courts, as specified in the Standard Specifications and these Technical Specifications, and as directed by the Contract Officer. The square foot contract price paid for Resurfacing shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cleaning courts, leveling depressions, applying adhesion promoter, and applying color coating, as specified in the Standard Specifications and these Technical Specifications, and as directed

by the Contract Officer. The per each court contract price paid for Pickleball Play Lines and Tennis Court Play Lines shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in marking and painting Pickleball Play Lines and Tennis Court Play Lines, as shown on the plans, as specified in the Standard Specifications and these Technical Specifications, and as directed by the Contract Officer.

7. Net Replacement

*Description of Work:* Net replacement includes removing and disposing of the existing tennis net and posts on the east court, replacing the net only on the west court (tennis court) and installing 4 new pickleball nets including posts on the east court where the new pickleball courts are proposed.

The removal of the east court posts and filling in the post holes and the new posts for the pickleball courts shall be completed prior to crack repair and resurfacing of the courts.

*Measurement and Payment:* The tennis court net replacement and installation of new pickleball court nets including post shall be measured as each. The contract price paid for each net or net/post combination shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals as specified in the Standard Specifications and these Special Provisions. The cost for the removal and disposal of the existing tennis net and posts on the east court shall be included in other items of work in the contract, no additional payment shall be made.

END OF SECTION



**NORTHSTAR**  
... Designing Solutions

111 MISSION RANCH BLVD. SUITE 100, CHICO, CA 95926  
PHONE: (530) 893-1600 www.northstareng.com

CITY OF CORNING  
NORTHSIDE PARK  
CORNING, CALIFORNIA

**ATTACHMENT A**

**RESURFACING TENNIS/PICKLEBALL COURTS**

Job Number

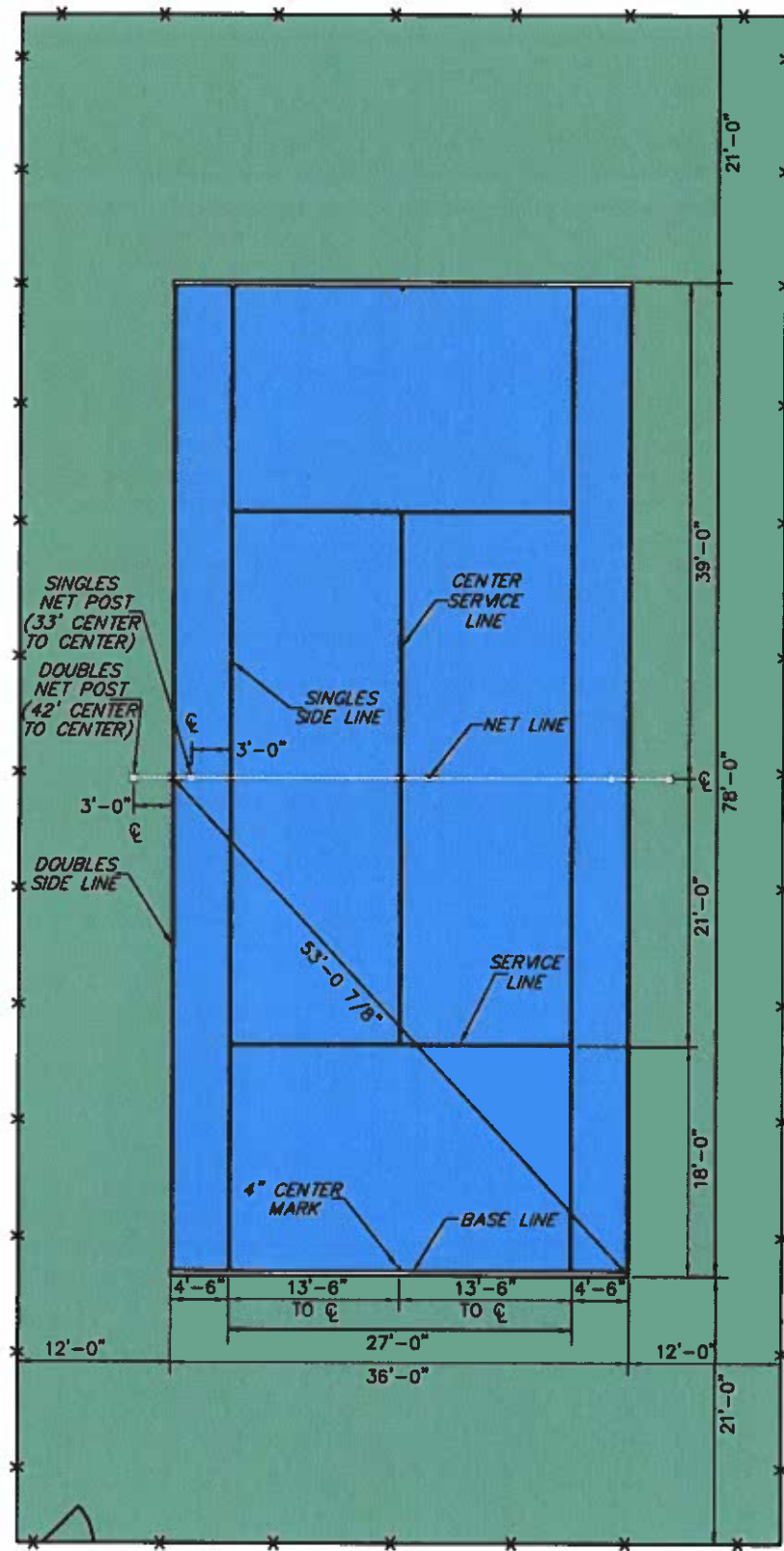
1-30  
Horz.

Scale

N/A  
Vert.

Date:

Sheet 1 Of 1



78 FOOT COURT

NOTES:

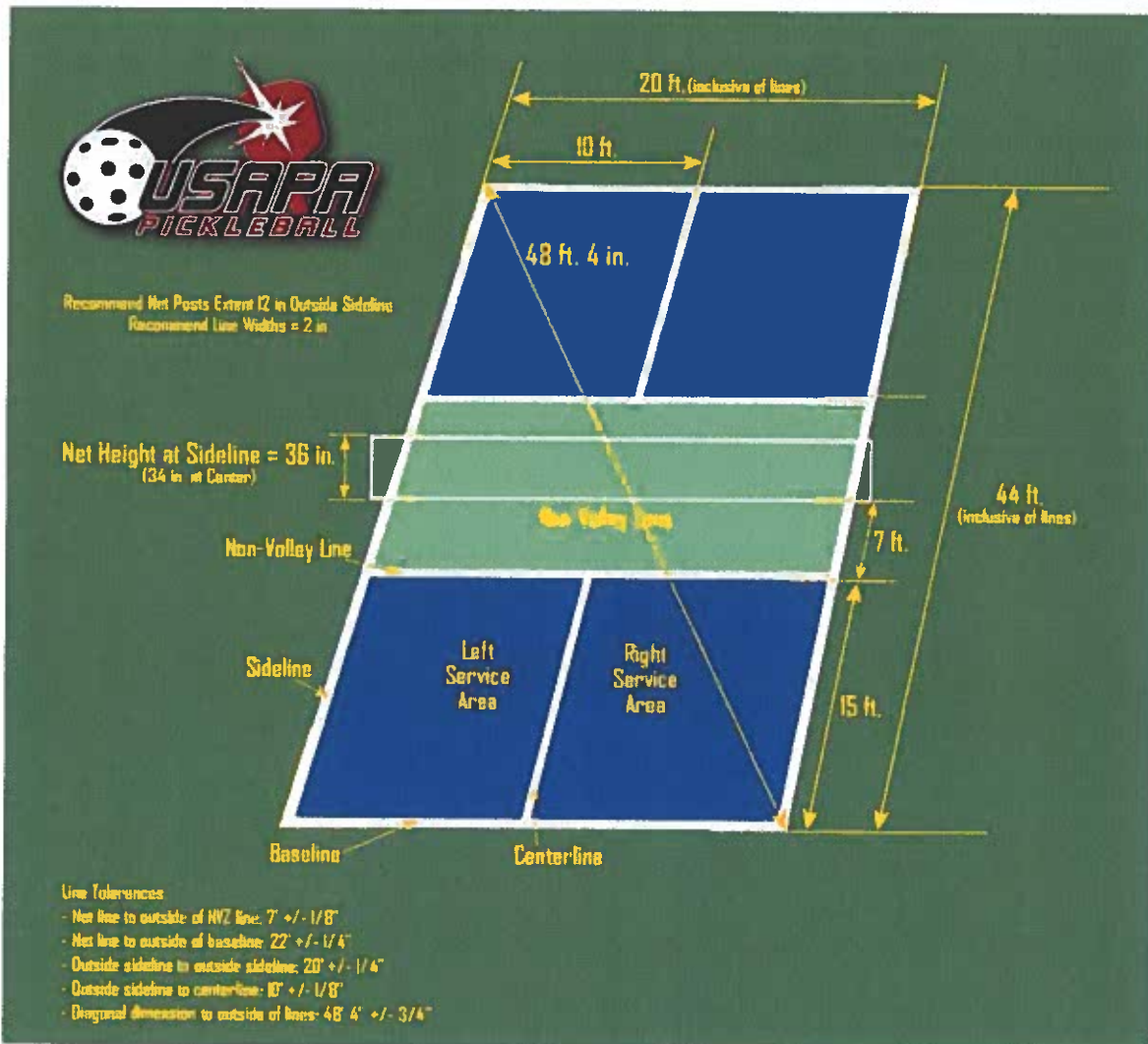
1. ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF THE PLAYING LINES, WITH THE EXCEPTION OF THE CENTER LINES WHICH ARE MEASURED OUT TO CENTER.
2. THE CENTER SERVICE LINE AND CENTER MARKS SHALL BE 2 INCHES WIDE. OTHER LINES SHALL BE BETWEEN 1" AND 2" WIDE, EXCEPT THE BASE LINES MAY BE UP TO 4 INCHES WIDE.

78 FOOT TENNIS  
TYPICAL STRIPING PLAN

NOVEMBER 4, 2010







**ITEM NO.: I-17  
DIRECT STAFF TO PURCHASE  
PLAYGROUND EQUIPMENT  
BASED ON TWO OPTIONS FOR  
CHILDREN'S PARK.**

**January 11, 2022**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER**   
**CHRISSE MEEDS, PLANNER 1/RECREATION COORDINATOR**

**SUMMARY:**

Staff is requesting council to:

1. Choose between two options (Kompan and Park Planet) for new playground equipment to install at Children's Park located at 225 Edith Ave.; and
2. Authorize the purchase of the chosen playground equipment and supplies needed.

Staff has received quotes from both Park Planet and Kompan for new playground equipment..

**OPTION 1: Park Planet Playground Equipment**

Exhibit A details the approximate cost totaling \$42,246.34 from Park Planet for the project including:

- 1) Park Planet play structures, installation of equipment, and wood chips.
- 2) Staff will be contacting the AB109 program for probationers to spread the wood fiber.
- 3) Photos depicting the completed playground
- 4) All existing playground equipment removed with the exception of the dome climber.

**Option 2: Kompan Equipment**

Exhibit B details the approximate cost totaling \$43,800.32 from Kompan for the project including:

- 1) Kompan play structures, installation of equipment and wood chips.
- 2) Staff will be contacting the AB109 program for probationers to spread the wood fiber.
- 3) Photos depicting the completed playground
- 4) All existing playground equipment removed. The dome climber could potentially be moved to another park.

If the Kompan equipment is chosen direct staff to transfer \$1,300.32 from General Fund reserves, if necessary. Depending on the cost to complete work at both Clark Park and Northside Park tennis courts, this transfer may not be necessary.

Pursuant to Section 3.12.082.4, this purchase is exempt from City purchasing procedures as the playground equipment, has already been put out to bid through OMNIA Partners, a public purchasing organization.

**FINANCIAL:**

This is a fiscal year 2021/2022 budgeted item under the Prop 68 Per Capita Funding in the amount of \$42,500.00. Council approved \$42,500.00 for new playground equipment to replace the old equipment at Children's Park in the FY 2021/2022 budget from account 002-9075-6101.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

1. CHOOSE OPTION 1 or 2;
2. AUTHORIZE STAFF TO PURCHASE THE QUOTED PLAYGROUND EQUIPMENT AND WOOD FIBER;
3. WAIVE THE FORMAL BID PROCESS, AS THE PURCHASE IS EXEMPT ACCORDING TO SECTION 3.12.082.4 OF THE CORNING MUNICIPAL CODE;
4. APPROVE PAYMENTS BEING ISSUED FOR EQUIPMENT AND WOOD FIBER UPON DELIVERY; AND
5. AUTHORIZE THE AB 109 PROGRAM TO SPREAD THE WOOD FIBER.



**Park Planet**  
 a Division of Park Associates Inc  
 415 Elm Street  
 Red Bluff California 96080  
 (530) 244-6116

**QUOTE**

Quoted To:  
**City of Corning**  
 City of Corning  
 Corning, CA 96021

Contact: Christina Meeds  
 Phone: 530.824.7036 / Email: cmeeds@corning.org

**Quote #:** Q21-3075  
**Date:** November 04, 2021  
**Project:** Edith Park  
**City:** Corning  
**Sales Rep - Email:** Kyle Knox - kyle@parkplanet.com  
**Terms:** Net 30dys / Install

#	Description	Vendor	Item No	Qty	Rate	Amount
<b>PLAYGROUND EQUIPMENT</b>						
1	Bear Spring Rider	PlayCraft	A2-1386	1	1,216.55	1,216.55
2	Horizontal Log	PlayCraft	A2-2425	2	948.27	1,896.54
3	Multi Spring Forest Service Truck	PlayCraft	A2-1375	1	9,718.13	9,718.13
4	Stump Step	PlayCraft	S-1961	3	347.12	1,041.36
5	8ft Single Post Tree Swing (2 Belts) - 5' Dia. Posts	PlayCraft	A2-2182-2B	1	3,348.51	3,348.51
<b>STEEL PRICE SURCHARGE</b>						
6	Material Steel Surcharge		Surcharge	1	3,186.00	3,186.00
<b>OMNIA PURCHASING CONTRACT DISCOUNT</b>						
7	OMNIA Partners Discount - Formerly National IPA Cooperative Purchasing Agreement Park Planet ID: R170304 Customer ID: 2509211	Omnia Partners	Discount-Omnia-TX	1	-2,040.00	-2,040.00
<b>SHIPPING</b>						
8	PlayCraft Freight **PlayCraft shipping pallet dimensions can reach upwards of 4'W x 8'H x 18'L and will be delivered on a 53' dry-van WITHOUT a liftgate. Offloading is the CUSTOMER'S responsibility and is NOT included in shipping costs. (2) Forklifts or (1) Forklift with extended forks and a capacity of greater than 5,000lbs will be required to offload the pallet(s). Please discuss offloading options with an Park Planet representative PRIOR to placing an order.	PlayCraft	PCF	1	1,800.00	1,800.00
<b>INSTALLATION</b>						
9	Installation by Park Associates Inc. CA - Lic# 959805 DIR# PW-LR-1000423561 Prevailing Wage  Installation assumes normal digging conditions with standard bobcat & auger. Bobcat & concrete truck access required.	Park Associates Inc.	INST-CA	1	0.00	0.00
10	Installation of Playcraft Equipment; Includes: - Offloading - Pushing back and re-spreading of pea gravel	Park Associates Inc.	INST-CA	1	16,615.00	16,615.00
<b>EXCLUSIONS</b>						
11	Exclusions: Dumpster for trash and packaging materials Moving equipment from storage site to construction site. Site preparation not specifically stated. Site is assumed flat and suitable for construction.	Park Planet	Exclusion	1	0.00	0.00

#	Description	Vendor	Item No	Qty	Rate	Amount
	<p>Drainage Consideration  Inspections or applicable permits and fees  Removal of obstacles to reach construction site.  Site security including security fencing.</p> <p>*Additional fees may apply if Bonding or Special Insurance required*</p> <p>**Location and Marking of utility, plumbing and irrigation lines is the responsibility of the customer. Park Planet is not responsible for repairing unmarked underground utilities and pipes. **</p> <p>By signing below, you acknowledge and agree to our Contract; Exclusions, Conditions &amp; Payment Terms, which are to be included in, and supersede any additional contracts or sub-contract agreements made separately based on this "Estimate". Unless otherwise specified above we Exclude Responsibility for: material delivery &amp;/or offloading equipment, storing of equipment, removal of packaging accumulated by equipment supplied by others, project security, landscape &amp; hardscape repair based on access route to site, delays or returns due to layout conflicts, locating underground utilities; utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples. Conditions: Grades; stable, compacted, &amp; workable (rough grade to be taken + or - one tenth of one inch), adequate access to work site provided for workmen, materials, tools &amp; equipment. Quote assumes all labor to be completed without interruption.</p>					

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST.

Sub Total	36,782.09
CA-Tehama-Corning (7.75%)	1,423.45
<b>Total</b>	<b>\$38,205.54</b>

**ORDER / DELIVERY INFORMATION:**

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Purchasing agent who is authorized to enter into binding agreement for quoted entity.

\*\*By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.

3 of 7



Park Planet
a Division of Park Associates Inc
415 Elm Street
Red Bluff California 96080
(530) 244-6116

QUOTE

Quoted To:
City of Corning
City of Corning
Corning, CA 96021

Quote #: Q21-3206
Date: November 16, 2021
Project: Edith Park
City: Corning
Sales Rep - Email: Kyle Knox - kyle@parkplanet.com
Terms: Net 30dys / Install

Contact: Christina Meeds
Phone: 530.824.7036 / Email: cmeeds@corning.org

Table with 7 columns: #, Description, Vendor, Item No, Qty, Rate, Amount. Rows include WOOD FIBER SURFACING, SHIPPING, and EXCLUSIONS.

QUOTE GOOD FOR 30 DAYS - DUE TO THE CURRENT INDUSTRY WIDE VOLATILITY OF STEEL, AFTER 30 DAYS STEEL PRICES MAY ADJUST. CURRENTLY EXPERIENCING SIGNIFICANTLY EXTENDED LEAD TIMES DUE TO NATIONWIDE TRANSPORTATION DELAYS - LEAD TIMES MAY EXCEED 14 WEEKS, PLEASE DISCUSS WITH A PARK PLANET REPRESENTATIVE.

Summary table with 2 columns: Description, Amount. Rows: Sub Total (3,830.00), CA-Tehama-Corning (7.75%) (210.80), Total (\$4,040.80)

ORDER / DELIVERY INFORMATION:

A PURCHASE ORDER OR SIGNED CHANGE ORDER MUST BE RECEIVED BEFORE ADDITIONAL EQUIPMENT, INSTALLATION, OR SERVICES CAN PROCEED. IF PAYING BY CREDIT CARD, A SURCHARGE WILL BE ASSESSED ON PAYMENT AMOUNT FOR 3.5% VISA/MC OR 5% AMEX.

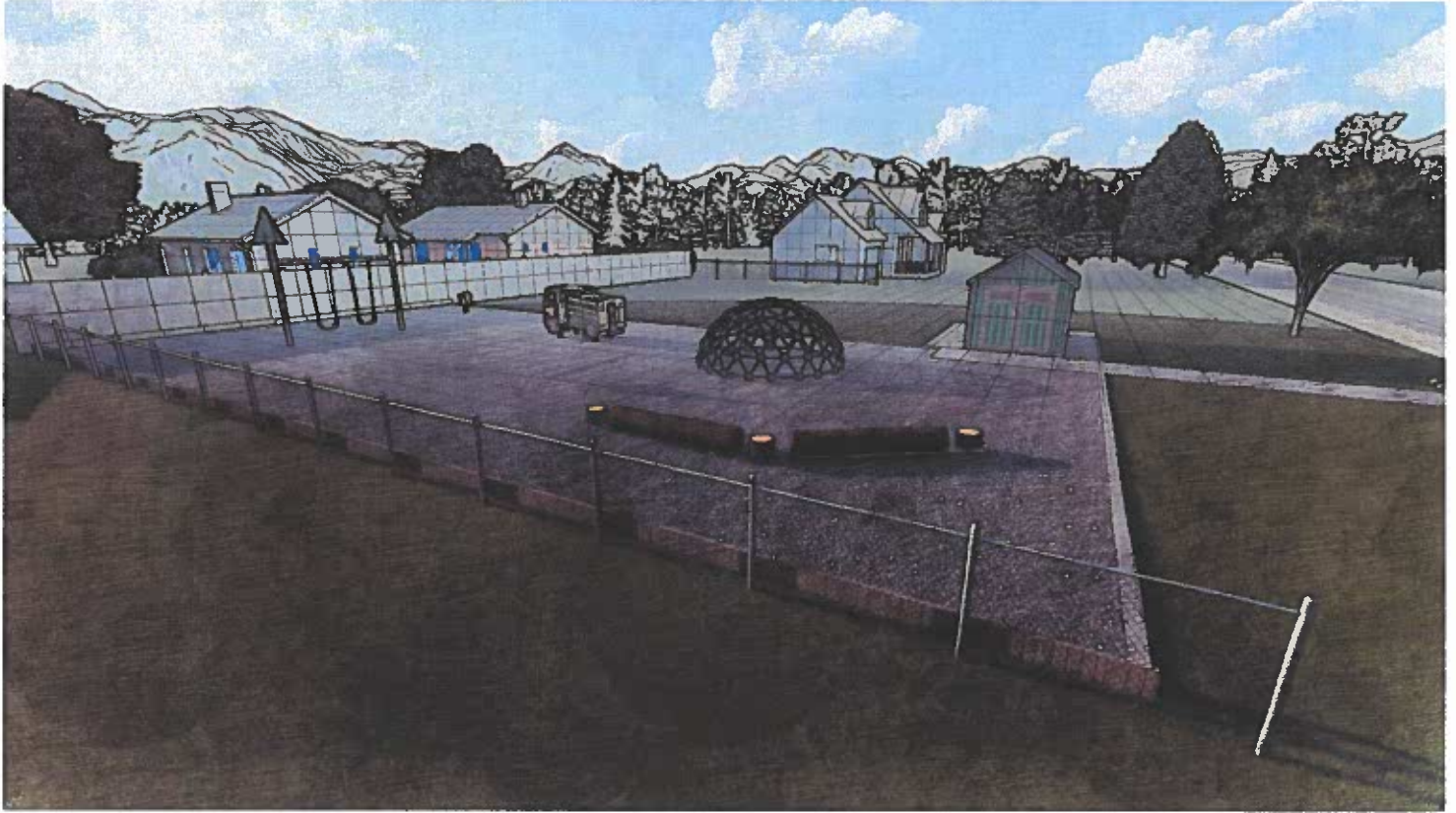
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\*\*Purchasing agent who is authorized to enter into binding agreement for quoted entity.
\*\*By signing this quote, I have read and agree to the quote Terms & Conditions listed below, on the following 2 pages.



# Park Planet

A Division of Park Associates Inc.



## Parks and Play Spaces Since 2000

Proposal For: Edith Ave Park  
225 Edith Ave  
Corning, CA 96021

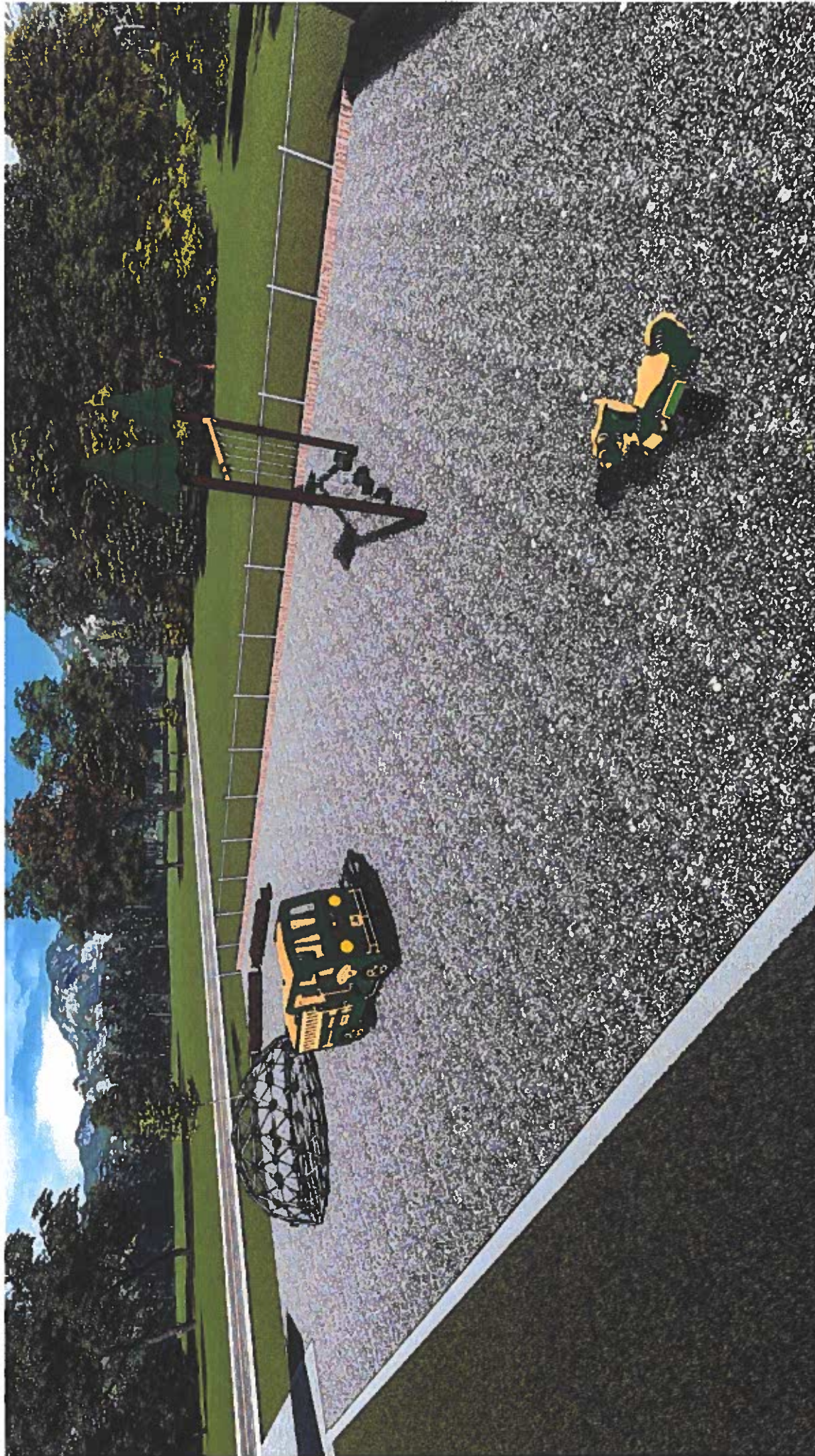
Park Planet Rep: Kyle Knox  
M: 541-315-0001  
Kyle@parkplanet.com



415 Elm St,  
Red Bluff CA 96080

[www.parkplanet.com](http://www.parkplanet.com)

O: 530.244.6116  
F: 530.246.0518



# Edith Avenue Park

City of Corning

**Park Planet**

\*Colors and textures may vary from actual product





# Edith Avenue Park

City of Corning

**Park Planet**

\*Colors and textures may vary from actual product

5  
1



\*Colors and textures may vary from actual product

# Edith Avenue Park

City of Corning

**Park Planet**

104





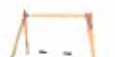
**Sales Proposal**

City of Corning  
City Hall  
Christina Meeds  
794 Third Street  
Corning, CA 96021

Quote No. SP107740-1  
Customer No. C025272  
Document Date 12/10/2021  
Expiration Date 12/31/2021

Sales Representative Mark Wills  
E-Mail MarWil@Kompan.com  
Phone No. 916-316-9663 / 800-426-9788

Project Name US277732 225 Edith Ave

No.	Description	Qty Unit	Net Price
<u>NRO810-1001</u> 	Wobble Bridge - Untreated In-ground 100cm	1 Pieces	4,199.00
<u>NRO888-0601</u> 	Double Balance Beam - Untreated In-ground 60cm	1 Pieces	935.00
<u>NRO806-0601</u> 	Stilts - Untreated In-ground 60cm	1 Pieces	1,309.00
<u>NRO854-1001</u> 	Parkour 4 - Untreated In-ground 100cm	1 Pieces	9,112.00
<u>NRO910-1101</u> 	Two Seat Swing - Untreated In-ground 110cm	1 Pieces	3,060.00
FREIGHT	Freight	1 Pieces	2,854.14



2 of 4

### Sales Proposal

City of Corning  
City Hall  
Christina Meeds  
794 Third Street  
Corning, CA 96021

Quote No. SP107740-1  
Customer No. C025272  
Document Date 12/10/2021  
Expiration Date 12/31/2021

Sales Representative Mark Wills  
E-Mail MarWil@Kompan.com  
Phone No. 916-316-9663 / 800-426-9788

Project Name US277732 225 Edith Ave

No.	Description	Qty	Unit	Net Price
INSTALL SPECIAL	Installation of Kompan equipment based on PW.	1	Pieces	16,984.62

Please allow 13-15 weeks for product delivery upon order placement

Quote pending an approved Kompan site plan.

Please read attached General Assumptions and Exclusion document for information on Install/Sitework.

Description	Qty	Retail Price	Discount	Net Price
No. of Products	5			
Subtotal - Products		21,900.00	3,285.00	18,615.00
Subtotal - Installation		18,461.54	1,476.92	16,984.62
Subtotal - Freight		2,854.14		2,854.14
<b>Total USD Excl. Tax</b>				<b>38,453.76</b>
Estimated Tax rate				1,442.66
<b>Total USD Incl. Tax</b>				<b>39,896.42</b>

Payment Terms 50% Prepayment, 50% Net 30 days

3 of 4

LASSEN FOREST PRODUCTS INC

PO BOX 8520  
RED BLUFF, CA 96080-8520

Estimate

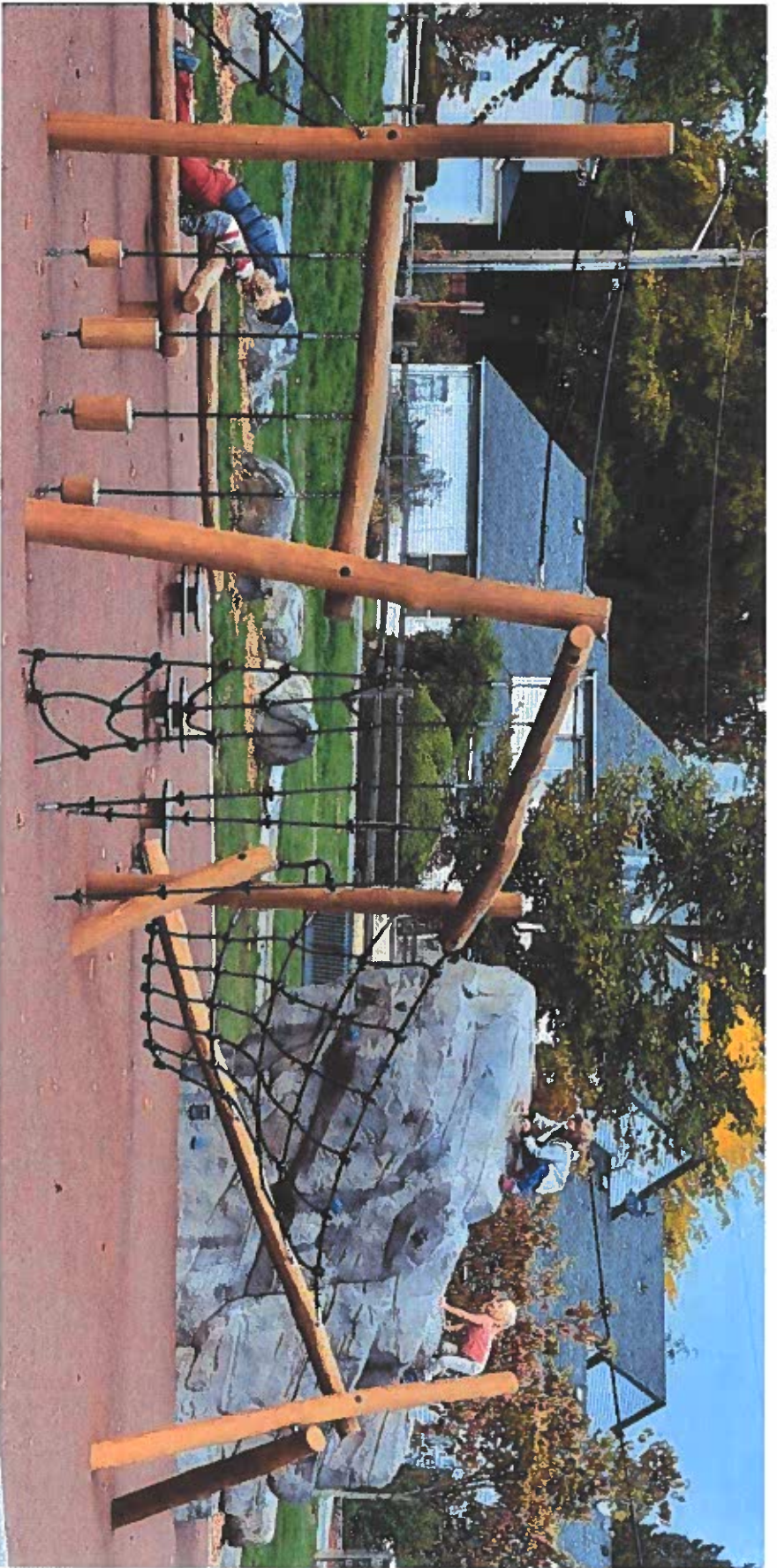
Date	Estimate #
12/13/2021	38

Name / Address
CITY OF CORNING 794 THIRD ST CORNING, CA 96021

Project

Description	Qty	U/M	Rate	Total
PLAYGROUND FIBER THIS WILL TAKE TWO TRUCKLOADS	142 2	yd	20.00 400.00	2,840.00T 800.00T

<b>Subtotal</b>	\$3,640.00
<b>Sales Tax (7.25%)</b>	\$263.90
<b>Total</b>	\$3,903.90





**ITEM NO.: I-18  
ADOPT INCLEMENT WEATHER FIELD  
USE POLICY AND CONSIDER REQUEST  
FOR SOCCER FIELD USE IN THE  
WINTERTIME**

**January 11, 2022**

**TO: HONORABLE MAYOR AND COUNCILMEMBERS  
FROM: KRISTINA MILLER, CITY MANAGER  
CHRISSE MEEDS, PLANNER 1/RECREATION COORDINATOR**

**SUMMARY:**

Staff was approached by Tina Saavedra, Manager of the Corning Youth Soccer League, requesting the City turn lights on at Lennox Fields through the months of January and February as part of a new competitive league, FC Corning. FC Corning travels to Sacramento and the Bay Area. This year there is a team playing Premiere (highest playing level in Northern California) and this team plays throughout the winter. The premiere team is made up of 99% of Corning youth. Please see Exhibit A.

Winter play when the fields are wet will cause significant damage to Lennox Fields. As it is, Lennox Fields are largely composed of sand and gravel and does not hold nutrients. If winter play should occur, the fields will be in even worse condition in the Spring. Understanding this, CYSL proposes to practice at Yost Park and only hold games at Lennox Fields for the winter league. The Public Works Department does not have staffing levels available to complete more maintenance than what is already being performed. Additional staffing or outside services would be necessary. CYSL indicated they would be willing to help maintain both fields. Staff is waiting to hear back exactly what maintenance they would perform and hope to have an update at the City Council meeting on January 11<sup>th</sup>.

CYSL requested lights be turned on at Yost Park two days a week so the teams can practice. The cost to run the lights on average is \$300.00 a month. Overall, electricity usage for parks are underbudget. For this reason, I am not terribly concerned about the additional approximate \$600 in electricity costs for January and February.

The City currently does not have an inclement weather field use policy. Staff recommend the attached Inclement Weather Field Use Policy be adopted to minimize damage to fields.

Further, should the City Council desire to allow CYSL to use the field this winter. Staff recommend due to the need for the team to immediately begin practice, the City Council direct the City Manager and City Attorney to enter into an agreement with CYSL requiring CYSL to follow the Inclement Weather Field Use Policy and any items of concern by the City Attorney.

**BACKGROUND:**

Typically, the regular youth soccer league season is in the Spring from March-May and in the Fall from August-November. The City does not charge any fees for any leagues to utilize City fields -this is uncommon. The City is provided insurance and listed as additional insured by leagues. The City does not have an agreement in place with any leagues. The City Attorney recently drafted a template agreement for league field usage out of staff concern.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- 1. ADOPT THE INCLEMENT WEATHER FIELD USE POLICY: AND**
- 2. DIRECT THE CITY MANAGER AND CITY ATTORNEY TO NEGOTIATE AN AGREEMENT ALLOWING YOST PARK AND LENNOX FIELDS USE WITH THE CORNING YOUTH SOCCER LEAGUE OR**
- 3. DO NOT ALLOW THE USE OF CORNING PARK FIELDS FOR WINTER USE**



## **City of Corning**

### **PROCEDURE FOR DETERMINING PLAYABILITY OF OUTDOOR FACILITIES IN THE EVENT OF INCLEMENT WEATHER**

1. The City of Corning Public Works Department staff will be the final authority in determining whether or not play shall be conducted or continued for that day.
2. Playability of the fields will be determined each day and play will be canceled if the fields do not meet the following safety standards:
  - a. The field is not playable if any one of the following conditions exist:
    1. When walking on field water rises from the grass due to the weight of your foot.
    2. When low areas on the field have standing surface water.
  - b. The field is not playable and the game will be cancelled if during play inclement weather or other sources create any one of the following conditions:
    1. Participants are slipping, sliding or making divots on field.
    2. When walking on field water rises from grass due to the weight of your foot.
    3. When low areas on fields have standing surface water
  - c. In any of these conditions place "STAY OFF FIELDS" sign.

#### **Lightening Safety Guidelines**

All individuals participating in or observing an outdoor event are responsible for their own safety and should monitor threatening weather conditions. Before an event, game, or activity, City of Corning Public Works staff will be responsible for monitoring weather conditions. Staff should be aware of weather conditions at all times, including observing the conditions and keeping abreast of the weather forecast. As a means of monitoring local weather, the

designated staff can consult the National Weather Service for current information. All storm warning and storm watches should be heeded.

When the weather becomes dangerous, staff will announce that all play activities are suspended and all individuals, both participants and spectators, should seek appropriate shelter. No place is absolutely safe from lightning threat; however, some places are safer than others. Large, enclosed structures (substantially constructed buildings) tend to be safer than smaller structures or open structures. In general, a fully enclosed vehicle with the windows rolled up tends to be safer than being outside so long as contact with metal surfaces inside and outside the vehicle is avoided. The following areas are not appropriate shelter and should be avoided:

Any area of higher elevation; wide-open areas such as sports fields, tall isolated objects such as flag poles, light poles, or trees; metal fences and metal bleachers, unprotected open buildings like dugouts, picnic pavilions, rain shelters and busstops.

When determining whether or not to suspend play/activity, staff should use his/her common sense and good judgment. If a thunderstorm appears imminent before or during an activity or contest (regardless of whether lightning is seen or thunder heard), postpone or suspend the activity until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds and thunder or lightning. Even storms that are many miles away can pose a lightning danger. This may mean the appropriate decision is to suspend activities even before the first sight of lightning or sound of thunder.

All individuals should have the right to leave an athletic site or activity, without fear of repercussion or penalty, in order to seek a safer structure or location if they feel they are in danger from impending lightning activity. Safety is the number one consideration; the activity can be made up later.

If activity has been suspended due to lightning, staff should wait at least 30 minutes after the last lightning flash or sound of thunder prior to resuming activity. Each time additional lightning is observed or thunder is heard, the minimum 30-minute waiting period should be reset. A clear sky or lack of rainfall are not adequate indicators for resuming play. The minimum 30-minute return-to-play waiting period should not be shortened. Play should not be resumed even after the 30 minute waiting period if any signs of thunderstorm activity remain in the area or if the weather forecast indicates the threat is not over.

**NO LIGHTNING SAFETY GUIDELINES CAN GUARANTEE ABSOLUTE SAFETY. IT IS THE RESPONSIBILITY OF EVERY PERSON TO BE AWARE OF WEATHER CONDITIONS AND TAKE APPROPRIATE ACTION TO BE SAFE. USE COMMON SENSE AND GOOD JUDGEMENT. PLAN AHEAD AND MAKE SAFETY YOUR NUMBER ONE PRIORITY.**

# Exhibit A

Corning Youth Soccer League/FC Corning  
PO BOX 1097  
Corning, CA 6021

Corning Youth Soccer League (CYSL) is divided into two playing leagues, CYSL & FC Corning. CYSL is our Recreational league & FC Corning is our competitive/travel league.

CYSL is our Recreational League, our seasons runs twice a year, in the Spring, from March-May, and in the Fall, from August-November. Our recreational league is composed of both, "in house" teams & recreational traveling teams. In house teams are our younger players (ages 3-8 years old) which play on Friday nights vs our other "in house" teams of the same age groups. Our Recreational traveling teams play on Saturday and play vs teams from Red Bluff, Anderson, Palo Cedro, Redding, Susanville & Mount Shasta.

FC Corning is our Competitive League, competitive teams play on Saturday & occasionally on Sundays vs teams from Sacramento & the Bay Area. Our main seasons are in the Spring & Fall (same time periods as recreational) however, if we have a team that is playing Premiere (highest playing level in the Northern Calif area) will play in the Winter which is the case of our U14B Corning FC team. Ninety nine percent of Corning FC players live in and around Corning with the exception of one. The Concession Stand is not ran during winter season, Bathrooms we only be needed for game days (3-4 home games), I will take responsibility of opening & closing bathrooms on game days if necessary. Teams will like to practice at Yost park so Lennox fields get a break. Also, league and parents are willing to provide maintenance and repairs to fields.

In my opinion, it is great that we have the ability to play year round and at such a highly competitive level. It says a lot about the dedication of our coaches and the rich talent and skills our kids are demonstrating to compete on the same level as teams from much larger metropolitan areas. Not to mention the revenue our great city generates from these traveling teams coming in and purchasing at our local restaurants, gas stations and hotels.

Thank you

Tina Saavedra  
(530) 586-9098

**ITEM NO.: I-19  
CONSIDER CREATION OF A  
PROPOSITION 68 RECREATION CENTER  
AND CITY PLAZA DESIGN AD-HOC  
COMMITTEE**

**January 11, 2022**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**  
**FROM: KRISTINA MILLER, CITY MANAGER**  
**CHRISSE MEEDS, PLANNER 1/RECREATION COORDINATOR**

**SUMMARY:**

Staff recommend an ad-hoc committee be developed that consists of two members of the City Council, two members of the Recreation Commission, and three public members-at-large. Doing so, will allow the City to expedite decision making while continuing to facilitate community input. The ad-hoc committee would not be able to make major changes to the grant. All recreation features included in the grant must be constructed. The ad-hoc committee is proposed to be responsible for the following:

1. Choosing equipment for the splash pad, recreation center and music play area.
2. Review the design of the building, with final decision by the City Council.
3. Select the mural that will be placed on the splash pad
4. Review and Approval of landscaping plans and options

Note, all design styles and features must follow what was submitted within the grant application. For example, the Recreation Center must have a mission style façade, the splash pad and music play area must have brightly-colored equipment, and landscaping must be drought-tolerant.

Ad-hoc meetings will be held as needed throughout the development process.

**BACKGROUND:**

The City of Corning was awarded an \$8.5 million State of California Proposition 68 Park Development and Community Revitalization Grant to construct a 15,000 square foot recreation center, city plaza, amphitheater, and splash pad. During the application phase, nine community meetings were held where community members decided on the recreation features, design of the recreation features, location of the recreation features, and site safety.

**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

1. **APPROVE THE PROPOSITION 68 RECREATION CENTER AND CITY PLAZA DESIGN AD-HOC COMMITTEE AS PRESENTED;**
2. **APPOINT TWO CITY COUNCIL MEMBERS TO THE AD-HOC COMMITTEE; and**
3. **DIRECT STAFF TO INITIATE THE APPLICATION PROCESS FOR THE PUBLIC MEMBER-AT-LARGE POSITIONS FOR CITY COUNCIL CONSIDERATION**

**ITEM NO.: I-19  
CONSIDER REMOTE OR IN-PERSON  
MEETINGS IN LIGHT OF THE COVID-19  
OMICRON VARIANT AND RECENT  
INCREASE IN CASES**

**January 11, 2022**

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

**SUMMARY:**

As you are likely aware, the California Department of Public Health is requiring masks to be worn in all indoor public settings, irrespective of vaccine status, until February 15, 2022 (please see attached).

During the most recent COVID-19 call between City Managers, County Administration and Tehama County Public Health Jayme Bottke, Executive Director of the Tehama County Health Services Agency reported the following:

- Case rates are soaring. Tehama County jumped from the single digits last week to the mid 30's over the weekend and now we are at over 100 cases per day on January 10, 2022.
- St. Elizabeth Hospital has seen a dramatic uptick. Fortunately only a few are in the ICU and none are on ventilators. On Tuesday January 4th there was only one COVID positive patient in the hospital. Now there are ten (10).
- The omicron variant was detected in Tehama County from a COVID positive test taken on December 22<sup>nd</sup>, so we know it has been here at least two weeks.
- Dr. Brown, Tehama County Public Health Officer, is keeping the local isolation order of 10 days for COVID positive cases because of the low vaccination rates in Tehama County.

This news prompted some question about whether City Council meetings should return to a remote setting or combined remote and in-person setting to allow those that do not feel comfortable attending in-person to still participate. The City has the technology available to return to remote meetings. Should the City Council choose to offer both remote and in-person meetings, I strongly recommend the City Council authorize the purchase of the Meeting Owl Pro described below. Should the City Council prefer to continue with in-person meetings, I strongly recommend all persons mask regardless of vaccination status. If there was an outbreak in City Hall, it would quickly become difficult to keep the front doors open. My ultimate goal is to keep employee's healthy and the doors open.

**BACKGROUND:**

The City Council met remotely and attempted a combined remote/in-person meeting during the first few months of the COVID-19 pandemic. During this time, it became apparent we at the time did not have the capability to meet remote and in-person while maintaining participation by all. The Corning Subbasin Advisory Board successfully held a remote and in-person meeting in the Corning City Council Chambers utilizing Meeting Owl Pro. The Meeting Owl Pro can also provide video with a 360' view and automatically moves to whomever is speaking. The cost of the Meeting Owl Pro is \$999 plus tax. The City Council and all of its various commissions have been meeting in person for quite some time. The City of Chico returned to remote meetings. The County of Tehama and cities of Orland and Red Bluff are offering combined in-person and remote meetings.

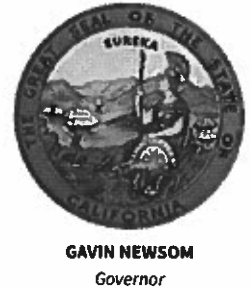
**RECOMMENDATION:**

**MAYOR AND CITY COUNCIL:**

- 1. DIRECT STAFF TO SCHEDULE THE NEXT CITY COUNCIL MEETING AS A REMOTE MEETING; OR**
- 2. DIRECT STAFF TO SCHEDULE THE NEXT CITY COUNCIL MEETING AS A COMBINED IN-PERSON AND REMOTE MEETING; AND DIRECT STAFF TO PURCHASE THE MEETING OWL PRO; OR**
- 3. DIRECT STAFF TO CONTINUE TO SCHEDULE IN-PERSON MEETINGS.**



State of California—Health and Human  
Services Agency  
**California Department of  
Public Health**



January 5, 2022

**TO:** All Californians

**SUBJECT:** Guidance for the Use of Face Masks

**Related Materials:** [Face Coverings Q&A](#) | [Face Coverings Fact Sheet \(PDF\)](#) | [Face Mask Tips and Resources](#) | [Face Shields Q&A \(PDF\)](#) | [Safe Schools for All Hub](#) | [More Home & Community Guidance](#) | [All Guidance](#) | [More Languages](#)

**Updates as of January 5, 2022:**

- Extends requirement for universal masking indoors statewide December 15, 2021, through February 15, 2022.

## **Guidance For the Use of Masks**

### **Background**

The COVID-19 vaccines remain effective in preventing serious disease, hospitalization, and death from the SARS-CoV-2 virus. Unvaccinated persons are more likely to get infected and spread the virus which is transmitted through the air and concentrates indoors. To ensure that we collectively protect the health and well-being of all Californians; keep schools open for in-person instruction; and allow California's economy to remain open and thrive, the California Department of Public Health (CDPH) **is requiring masks to be worn in all indoor public settings, irrespective of vaccine status, until February 15, 2022.** This requirement will be updated as CDPH continues to assess conditions on an ongoing basis.

This measure brings an added layer of mitigation as the Omicron variant, a Variant of Concern as labeled by the World Health Organization, continues to increase in prevalence across California, the United States, and the world and spreads much more easily than the original SARS-CoV-2 virus and the Delta variant.

Over the last two weeks, the statewide seven-day average case rate has increased by more than sixfold and hospitalizations have doubled. While the percentage of Californians fully vaccinated and boosted continues to increase, we continue to have areas of the state where vaccine coverage is low, putting individuals and

communities at greater risk for COVID-19. Given the current hospital census, which is over capacity, the surge in cases and hospitalizations has materially impacted California's health care delivery system within many regions of the state. Staffing levels are also increasingly impacted by COVID-19 transmission in many critical sectors.

As noted in the Science Brief[1] by the Centers for Disease Control and Prevention (CDC) updated in December 2021, at least ten studies have confirmed the benefit of universal masking in community level analyses: in a unified hospital system,[2] a German city,[3] two U.S. states,[4], [5] a panel of 15 U.S. states and Washington, D.C.,[6], [7] as well as both Canada[8] and the U.S.[9], [10], [11] nationally. Each analysis demonstrated that, following directives for universal masking, new infections fell significantly. Two of these studies[12], [13] and an additional analysis of data from 200 countries that included the U.S.[14] also demonstrated reductions in mortality. Another 10-site study showed reductions in hospitalization growth rates following mask mandate implementation.[15]

Implementing a universal masking requirement not only has proven to decrease the rate of infections but is able to slow community transmission. A series of cross-sectional surveys in the U.S. suggested that a 10% increase in self-reported mask wearing tripled the likelihood of slowing community transmission.[16]

The masking requirement in California schools has allowed us to keep schools open when compared to other parts of the country. California accounts for roughly 12% of all U.S. students, but only 1% of COVID-19 related school closures. Nationally during the Delta surge in July and August 2021, jurisdictions without mask requirements in schools experienced larger increases in pediatric case rates, and school outbreaks were 3.5 times more likely in areas without school mask requirements.[17], [18]

In workplaces, employers are subject to the Cal/OSHA COVID-19 Emergency Temporary Standards (ETS) or in some workplaces the Cal/OSHA Aerosol Transmissible Diseases (ATD) Standard and should consult those regulations for additional applicable requirements.

## Masking Requirements

**Masks are required for all individuals in all indoor public settings, regardless of vaccination status from December 15, 2021 through February 15, 2022 [surgical masks or higher-level respirators (e.g., N95s, KN95s, KF94s) with good fit are recommended].**

See State Health Officer Order, issued on July 26, 2021, for a full list of high-risk congregate and other healthcare settings where surgical masks are required for unvaccinated workers, and recommendations for respirator use for unvaccinated workers in healthcare and long-term care facilities in situations or settings not covered by Cal OSHA ETS or ATD.

For additional information on types of masks, the most effective masks, and ensuring a well-fitted mask, individuals should refer to CDPH Get the Most out of Masking and see CDPH Masking Guidance Frequently Asked Questions for more information.

No person can be prevented from wearing a mask as a condition of participation in an activity or entry into a business.

## Exemptions to masks requirements

The following **individuals** are exempt from wearing masks at all times:

- Persons younger than two years old. Very young children must not wear a mask because of the risk of suffocation.
- Persons with a medical condition, mental health condition, or disability that prevents wearing a mask. This includes persons with a medical condition for whom wearing a mask could obstruct breathing or who are



unconscious, incapacitated, or otherwise unable to remove a mask without assistance.

- Persons who are hearing impaired, or communicating with a person who is hearing impaired, where the ability to see the mouth is essential for communication.
- Persons for whom wearing a mask would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines.

[1] Science Brief: Community Use of Masks to Control the Spread of SARS-CoV-2 | CDC

[2] Wang X, Ferro EG, Zhou G, Hashimoto D, Bhatt DL. Association between universal masking in a health care system and SARS-CoV-2 positivity among health care workers. *JAMA*. 2020;324(7):703–704.

[3] Mitze T, Kosfeld R, Rode J, Wälde K. Face masks considerably reduce COVID-19 cases in Germany. *Proc Natl Acad Sci U S A*. 2020;117(51):32293–32301.

[4] Gallaway MS, Rigler J, Robinson S, et al. Trends in COVID-19 incidence after implementation of mitigation measures – Arizona, January 22–August 7, 2020. *MMWR Morb Mortal Wkly Rep*. 2020;69(40):1460–1463.

[5] Van Dyke ME, Rogers TM, Pevzner E, et al. Trends in county-level COVID-19 incidence in counties with and without a mask mandate – Kansas, June 1–August 23, 2020. *MMWR Morb Mortal Wkly Rep*. 2020;69(47):1777–1781.

[6] Lyu W, Wehby GL. Community use of face masks and COVID-19: evidence from a natural experiment of state mandates in the US. *Health Aff (Millwood)*. 2020;39(8):1419–1425.

[7] Hatzius J, Struyven D, Rosenberg I. Face masks and GDP. Updated June 29, 2020. Accessed July 8, 2020.

[8] Karaivanov A, Lu SE, Shigeoka H, Chen C, Pamplona S. Face masks, public policies and slowing the spread of COVID-19: evidence from Canada. *J Health Econ*. 2021;78:102475.

[9] Joo H, Miller GF, Sunshine G, et al. Decline in COVID-19 hospitalization growth rates associated with statewide mask mandates – 10 states, March–October 2020. *MMWR Morb Mortal Wkly Rep*. 2021;70(6):212–216.

[10] Chernozhukov V, Kasahara H, Schrimpf P. Causal impact of masks, policies, behavior on early COVID-19 pandemic in the U.S. *J Econom*. 2021;220(1):23–62.

[11] Guy GP Jr, Lee FC, Sunshine G, et al. Association of state-issued mask mandates and allowing on-premises restaurant dining with county-level COVID-19 case and death growth rates – United States, March 1–December 31, 2020. *MMWR Morb Mortal Wkly Rep*. 2021;70(10):350–354.

[12] Ibid, 6.

[13] Ibid, 7.

[14] Ibid, 11.

[15] Ibid, 9.

[16] Rader B, White LF, Burns MR, et al. Mask-wearing and control of SARS-CoV-2 transmission in the USA: a cross-sectional study. *The Lancet Digital Health*. 2021;3(3):e148–e157.

[17] Jehn M, McCullough JM, Dale AP, Gue M, Eller B, Cullen T, Scott SE. Association between K–12 school mask policies and school-associated COVID-19 outbreaks — Maricopa and Pima Counties, Arizona, July–August 2021. *MMWR Morb Mortal Wkly Rep*. 2021; 70(39):1372–1373.