



CITY *of* CLOVIS

AGENDA • CITY COUNCIL MEETING

Council Chamber, 1033 Fifth Street, Clovis, CA 93612 (559) 324-2060
www.cityofclovis.com

April 11, 2022

6:00 PM

Council Chamber

In compliance with the Americans with Disabilities Act, if you need special assistance to access the City Council Chamber to participate at this meeting, please contact the City Clerk or General Services Director at (559) 324-2060 (TTY – 711). Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to the Council Chamber.

The Clovis City Council meetings are open to the public at the physical address listed above. There are numerous ways to participate in the City Council meetings: you are able to attend in person; you may submit written comments as described below; you may participate by calling in by phone (see “Verbal Comments” below); and you may view the meeting which is webcast and accessed at www.cityofclovis.com/agendas.

Written Comments

- Members of the public are encouraged to submit written comments at: www.cityofclovis.com/agendas at least two (2) hours before the meeting (4:00 p.m.). You will be prompted to provide:

- Council Meeting Date
- Item Number
- Name
- Email
- Comment



- Please submit a separate form for each item you are commenting on.
- A copy of your written comment will be provided to the City Council noting the item number. If you wish to make a verbal comment, please see instructions below.
- Please be aware that any written comments received that do not specify a particular agenda item will be marked for the general public comment portion of the agenda.
- If a written comment is received after 4:00 p.m. on the day of the meeting, efforts will be made to provide the comment to the City Council during the meeting. However, staff cannot guarantee that written comments received after 4:00 p.m. will be provided to City Council during the meeting. All written comments received prior to the end of the meeting will be made part of the record of proceedings.

Verbal Comments

- If you wish to speak to the Council on an item by telephone, you should contact the City Clerk at (559) 324-2060 no later than 4:00 p.m. the day of the meeting.
- You will be asked to provide your name, phone number, and your email. You will be emailed instructions to log into Webex to participate in the meeting. Staff recommends participants log into the Webex at 5:30 p.m. the day of the meeting to perform an audio check.
- All callers will be placed on mute, and at the appropriate time for your comment your microphone will be unmuted.
- In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic

Webex Participation

- Reasonable efforts will be made to allow written and verbal comment from a participant communicating with the host of the virtual meeting. To do so, a participant will need to chat with the host and request to make a written or verbal comment. The host will make reasonable efforts to make written and verbal comments available to the City Council. Due to the new untested format of these meetings, the City cannot guarantee that these written and verbal comments initiated via chat will occur. Participants desiring to make a verbal comment via chat will need to ensure that they accessed the meeting with audio transmission capabilities.

CALL TO ORDER

FLAG SALUTE - Councilmember Mouanoutoua

ROLL CALL

PUBLIC COMMENTS - This is an opportunity for the members of the public to address the City Council on any matter within the City Council's jurisdiction that is not listed on the Agenda. In order for everyone to be heard, please limit your comments to 5 minutes or less, or 10 minutes per topic. Anyone wishing to be placed on the Agenda for a specific topic should contact the City Manager's office and submit correspondence at least 10 days before the desired date of appearance.

ORDINANCES AND RESOLUTIONS - With respect to the approval of resolutions and ordinances, the reading of the title shall be deemed a motion to waive a reading of the complete resolution or ordinance and unless there is a request by a Councilmember that the resolution or ordinance be read in full, further reading of the resolution or ordinance shall be deemed waived by unanimous consent of the Council.

CONSENT CALENDAR - Items considered routine in nature are to be placed upon the Consent Calendar. They will all be considered and voted upon in one vote as one item unless a Councilmember requests individual consideration. A Councilmember's vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of adoption of the Consent Calendar are deemed to include a motion to waive the reading of any ordinance or resolution on the Consent Calendar. For adoption of

ordinances, only those that have received a unanimous vote upon introduction are considered Consent items.

1. Administration - Approval - Minutes from the April 4, 2022, Council Meeting.
2. General Services - Approval – Selection of Roofing Contractor to Repair/Re-coat the Roof of Building A at the Corporation Yard.

PUBLIC HEARINGS - A public hearing is an open consideration within a regular or special meeting of the City Council, for which special notice has been given and may be required. When a public hearing is continued, noticing of the adjourned item is required as per Government Code 54955.1.

3. Consider Introduction – Ord. 22-____, Amending Clovis Municipal Code Section 2.1.32 establishing salaries of City Councilmembers and increasing the present salary to become effective after the November 2022 municipal election.

Staff: Karey Cha, City Clerk
Recommendation: Approve

ADMINISTRATIVE ITEMS - Administrative Items are matters on the regular City Council Agenda other than Public Hearings.

4. Consider Approval – Authorize the City Manager to execute an Amendment to the Disposition and Development Agreement and Grant Deed Containing Covenants, Conditions and Restrictions with Innovative Development and Living Solutions of California to provide an additional \$75,000 in grant funding, secure two additional affordable housing units and ensure the continued affordability and availability of the Magnolia Crossing supportive senior housing development.

Staff: Claudia Cazares, Management Analyst
Recommendation: Approve

CITY MANAGER COMMENTS

COUNCIL COMMENTS

CLOSED SESSION - A “closed door” (not public) City Council meeting, allowed by State law, for consideration of pending legal matters and certain matters related to personnel and real estate transactions.

5. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: John Holt, Andrew Haussler, Jeffrey Blanks, Shonna Halterman, Lori Shively, Scott G. Cross
Employee Organization: Clovis Police Officers Association, Clovis Firefighters Association, Clovis Employees Association, Clovis Public Works Employees Association, Clovis Public Safety Employees Association, Clovis Professional and Technical Employees Association, Clovis Transit Employees Bargaining Unit, Clovis Technical and Financial Professionals Association, and Unrepresented Employee: Management Employees

ADJOURNMENT

MEETINGS AND KEY ISSUES

Regular City Council Meetings are held at 6:00 P.M. in the Council Chamber. The following are future meeting dates:

April 18, 2022 (Mon.)

May 2, 2022 (Mon.)

May 9, 2022 (Mon.)

May 16, 2022 (Mon.) Budget Introduction

June 6, 2022 (Mon.)

June 13, 2022 (Mon.) Budget Adoption

June 20, 2022 (Mon.)

CLOVIS CITY COUNCIL MEETING

April 4, 2022

6:00 P.M.

Council Chamber

Meeting called to order by Mayor Flores at 6:01
Flag Salute led by Councilmember Bessinger

Roll Call: Present: Councilmembers Ashbeck, Bessinger, Whalen, Mayor Flores
Commissioner Antuna, Bedsted, Cunningham, Hatcher, Chair Hinkle
Absent: Councilmember Mouanoutoua

**PUBLIC COMMENTS – 6:02
NONE**

CONSENT CALENDAR – 6:02

Mayor Flores identified a conflict of interest with Items 11 and 12 due to owning property within 1000 feet of the projects and will abstain from voting on these items.

1. Administration - Approved - Minutes from the March 14, 2022, Council Meeting.
2. Finance – Received and Filed – Investment Report for the Month of November 2021.
3. Finance – Received and Filed – Treasurer’s Report for the Month of November 2021.
4. Finance – Received and Filed – Investment Report for the Month of December 2021.
5. Finance – Received and Filed – Treasurer’s Report for the Month of December 2021.
6. General Services - Approved – **Res. 22-29**, Authorizing the Execution of the Certificates of Assurances for the Low Carbon Transit Operations Program (LCTOP), and Submittal of One (1) Project for Fiscal Year 2021-2022.
7. General Services - Approved – Selection of Contractor to Repair Water Damage at the Public Safety Facility.
8. Planning and Development Services - Approved - Bid Award for CIP 22-01, Rubberized Cape Seal 2022; and Authorize the City Manager to execute the contract on behalf of the City.
9. Planning and Development Services – Approved – **Res. 22-30**, A request to adopt a resolution approving the initiation of an application for a general plan amendment from I (Industrial) to O (Office) for a 2.51 acre parcel on the west side of Clovis Avenue immediately north of Freeway 168.
10. Planning and Development Services – Approved – Bid Award for CIP 17-06 Old Town Clovis Streetscape 2021; and Authorize the City Manager to Execute the Contract on behalf of the City.

Motion by Councilmember Ashbeck, seconded by Councilmember Bessinger, that the items on the Consent Calendar, with the exception of Items 11 and 12, be approved. **Motion carried 4-0-1 with Councilmember Mouanoutoua absent**

- 11. Planning and Development Services - Approved – **Res. 22-31**, Final Map Tract 6349, located in the Northeast area of Locan Avenue and Shaw Avenue (DYP 6260, LP).
- 12. Planning and Development Services - Approved – **Res. 22-32**, Annexation of Proposed Tract 6349, located in the Northeast area of Locan Avenue and Shaw Avenue to the Landscape Maintenance District No. 1 of the City of Clovis (DYP 6260, LP).

Motion by Councilmember Whalen, seconded by Councilmember Bessinger, that Items 11 and 12 be approved. **Motion carried 3-0-1-1, with Councilmember Mouanoutoua absent and Mayor Flores abstaining**

Councilmember Mouanoutoua arrived at 6:06

ADJOURN TO THE JOINT MEETING WITH THE CLOVIS PLANNING COMMISSION

6:06 – ITEM 13 - RECEIVED AND FILED – JOINT MEETING OF THE PLANNING COMMISSION AND CITY COUNCIL.

CITY MANAGER COMMENTS – 8:05

COUNCIL / COMMISSION COMMENTS – 8:05

Mayor Flores adjourned the meeting of the Council to April 11, 2022

Meeting adjourned: 8:28 p.m.

Mayor

City Clerk



CITY of CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: General Services Department

DATE: April 11, 2022

SUBJECT: General Services - Approval – Selection of Roofing Contractor to Repair/Re-coat the Roof of Building A at the Corporation Yard.

ATTACHMENTS: 1. Contract Agreement

CONFLICT OF INTEREST

None

RECOMMENDATION

Approve the proposal submitted by Universal Coatings, Inc. for provisions of providing repair/re-coating of the roof of Building A at the Corporation Yard.

EXECUTIVE SUMMARY

There is a need to repair/re-coat the existing roofing of Building A (Administration) at the Corporation Yard. The current condition of the roof was graded as a “C”, which was graded on a letter scale from A to F; (an “A” would indicate the roof has 10+ years of life remaining, whereas an “F” would indicate 1 year or less of service life remaining. With our current grade of a “C”, the life expectancy of the roof is four years.)

Staff is recommending entering into a contract with Universal Coatings, Inc. to repair/re-coat the failing roofing system of Building A for \$64,900.00. Staff finds Universal Coatings, Inc.’s bid and scope of work meet the recommended needed repairs and are within budgetary constraints.

Under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) the City has adopted, staff developed bid documents to repair/re-coat Building A’s roof at the Corporation Yard. The bid documents were advertised on the City’s web-based bid management system, which distributed the invitation to registered vendors interested in roofing/re-coat services. A public notice for the bid was also published in Fresno’s *The Business Journal* and local construction exchanges in accordance with CUPCCAA guidelines.

BACKGROUND

The Corporation Yard, located at 155 North Sunnyside was built in 2002. The current roofing system has a life expectancy of 20 years and has begun to show adhesive failures at most of

the parapet walls and other vertical surfaces. Failures of this nature in the roofing system allow water to infiltrate into the building, which causes damage to substrates as well as potential health risk if not addressed in a timely manner. Over the past couple of years staff has continually conducted yearly preventative maintenance and patching to minimize leaks.

During yearly preventative maintenance/service work on HVAC systems, staff noticed the roofing system was failing in multiple locations. The roof was evaluated and determined roof repairs would need to take place within the next fiscal year. Funds were requested and appropriated during FY21/22 to make such repairs.

Under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) the City has adopted, staff developed bid documents to repair/re-coat roofing at Building "A" of the Corporation Yard. The bid documents were advertised on the City's web-based bid management system, which distributed the invitation to registered vendors interested in roofing/re-coat services.

The City's web-based bid management system electronically distributed the bid documents to twelve (12) vendors, of which ten (10) vendors downloaded bid documents for review. Six (6) roofing vendors were represented at the mandatory pre-proposal meeting and six (6) vendors submitted bids to the City.

Below are the results of the bidding process to repair/re-coat Building A's roof at the Corporation Yard.

CORPORATION YARD REPAIR/REROOFING SUMMARY			
VENDOR	MATERIAL MAKEUP	WARRANTY	BID AMOUNT
Universal Coatings, Inc.	2 coats of Pyramic Acrylic Coating, 3 gallons per 100 sq. for each application.	5-yr. m/w-membrane 3-year installer Warranty on completed assembly	\$64,900
Brazos	2 coats of Pyramic Acrylic Coating, 3 gallons per 100 sq. for each application	5-yr. m/w-membrane 3-year installer Warranty on completed assembly	\$68,972
Overhaul Construction Inc.	2 coats of Pyramic Acrylic Coating, 3 gallons per 100 sq. for each application	5-yr. m/w-membrane 3-year installer Warranty on completed assembly	\$79,000
Nations Roof	2 coats of Pyramic Acrylic Coating, 3 gallons per 100 sq. for each application	5-yr. m/w-membrane 3-year installer Warranty on completed assembly	\$79,577
Fresno Roofing	2 coats of Pyramic Acrylic Coating, 3 gallons per 100 sq. for each application	5-yr. m/w-membrane 3-year installer Warranty on completed assembly	\$83,450
Pacific Polymers Inc.	2 coats of Pyramic Acrylic Coating, 3 gallons per 100 sq. for each application	5-yr. m/w-membrane 3-year installer Warranty on completed assembly	\$113,118

FISCAL IMPACT

Appropriate funds have been allocated for this expenditure under line items 76100-63459 and 77000-63459. The Public Utilities Department allocated funding within their budget this fiscal year for the needed repairs; therefore, there is no negative impact to the FY 21/22 budget.

REASON FOR RECOMMENDATION

Existing roofing of Building A at the Corporation Yard is failing in multiple locations. During the site visit with roofing contractors to review recommendations for repairs, they indicated our current roofing system has approximately a four-year life expectancy.

Pursuant to the City's Purchasing Procedures, purchases of items/services exceeding \$60,000.01 require City Council approval.

ACTIONS FOLLOWING APPROVAL

Staff will prepare a contract for City Manager approval with Universal Coatings, Inc. to repair/re-coat the roof of Building A at the Corporation Yard utilizing a two-coat acrylic coating system.

Prepared by: Stephen Frankian, Facilities Maintenance and Purchasing Manager

Reviewed by: City Manager AH

CITY OF CLOVIS
SMALL PROJECT CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into between the City of Clovis, a California general law city ("City") and **Universal Coating, Inc** ("Contractor") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on **April 18th, 2022** ("Effective Date"), following approval by the City Council.

RECITALS

- A. City desires to obtain construction services ("Work") for construction of the public work "**Corporation Yard Administration Building Roof Coating Project**" ("Project") more fully described in **Exhibit B**, and, if applicable, as further set forth in the proposal from Contractor attached as **Exhibit C**, which are incorporated herein by reference.
- B. Contractor is engaged in the business of public works construction and hereby warrants and represents that Contractor is qualified, licensed, and professionally capable of performing the Work on the Project.
- C. Contractor submitted a proposal for the Project, included herein as **Exhibit C**, as well as all required forms, bonds, certificates, and other documents ("Contractor's Proposal"), that was approved by City for award of contract for the Project and is incorporated herein by reference.
- D. City desires to award Contractor the contract for the Work, and Contractor desires to perform the Work on the Project, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Contractor agree as follows:

AGREEMENT

1. **Scope of Work.** Contractor shall furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Administration Building Roof Coating Project

The Work shall be in strict compliance with the plans, drawings, specifications, and conditions for the Project and other documents relating thereto ("Project Documents"), which are incorporated herein by reference. **Exhibit B** and **Exhibit C** shall be part of the Project Documents, which shall be part of this Agreement. If the terms and requirements of this Agreement and/or **Exhibit B** conflict with Contractor's Proposal, including **Exhibit C**, this Agreement and **Exhibit B** shall control. No contractual terms and/or conditions found in Contractor's Proposal, including **Exhibit C**, shall purport to waive, disclaim, or limit Contractor's liability, indemnification obligations, warranties, damages for breach or delay, or any security, bonding, or insurance requirements, and any such provisions shall have no force or effect with respect to this Agreement and the Work performed by Contractor.

2. **Changes in the Work.** Changes in this Agreement or in the Work to be done under this Agreement shall be made in writing. City reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by City to be necessary or advisable for the proper completion or construction of the Work, and the City reserves the right to require

Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed, written order by City for the change in the Work. City shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Project Documents unless the same shall have been authorized by and the cost thereof approved in writing. No extension of time for performance of the Work shall be allowed hereunder unless such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing.

3. Commencement of Work; Schedule; Completion of Work. Contractor shall commence the Work upon City's issuance of a written "Notice to Proceed" and shall continue with the Work until Contractor has satisfactorily performed and completed the Work as determined by City, or until such time as the Agreement is terminated pursuant to Section 23 herein, whichever is earlier. Contractor shall perform the Work according to the schedule set forth in the Project Documents, if applicable. If no schedule is set forth in the Project Documents, City and Contractor shall mutually agree on a schedule for performance of the Work and completion of stages or milestones, if applicable. The schedule shall be subject to modification based on the City's operational needs. City will notify Contractor in advance of any modification to the schedule and issue a written notice pursuant to Section 2, if applicable. The Project shall be completed not later than **30 days** after the date the Notice to Proceed is issued ("Completion Date").

4. Payment for Work. City shall pay Contractor a sum not to exceed **Sixty-Four Thousand Nine Hundred Dollars (\$64,900.00)** for the Work satisfactorily performed pursuant to this Agreement, inclusive of all labor, equipment, materials, costs and expenses, taxes, and overhead. Contractor shall submit monthly invoices to City containing detailed information regarding the progress of the Work and City shall tender payment to Contractor within thirty (30) days after receipt of invoice, subject to Section 5, below.

5. Retention and Withholding Payments. Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. City shall retain five percent (5%) of any approved progress payment, except it may retain more if it makes special findings pursuant to Public Contract Code section 7201. City may decide to withhold a progress or retention payment in whole, or in part, to the extent reasonably necessary to protect City. In addition, City may withhold payment, in whole, or in part, to such extent as may be necessary to protect City from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Project Documents or based on stop payment notices. City shall pay the retainage pursuant to Public Contract Code section 7107.

6. Independent Contractor Status. Contractor and its subcontractors shall perform the Work as independent contractors and not as officers, employees, agents or volunteers of City. Contractor is engaged in an independently established trade, occupation, or business to perform the services required by this Agreement and is hereby retained to perform work that is outside the usual course of City's business. Contractor is free from the control and direction of City in connection with the manner of performance of the work. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Contractor's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Contractor's employees or subcontractors, any claim or right of action against City.

7. Contractor Representations; Standard of Care; Compliance with Law. Contractor represents that Contractor and any subcontractors utilized by Contractor are and will be qualified in the field for which the Work is being provided under this Agreement and Contractor and any subcontractors are now, and will be throughout their performance of the Work under this Agreement, properly licensed, certified, secured/bonded, trained, and/or otherwise qualified and authorized to perform the Work required and contemplated by this Agreement, as may be required by law. Contractor and its subcontractors shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Work, and shall comply with all applicable laws,

regulations, and industry standards. Contractor shall comply with all Labor Code requirements for public works projects applicable to Contractor's work under this Agreement.

8. Licensing. Contractor shall maintain the following license throughout the performance of this Agreement: **Class C-39**. Contractor shall also obtain and maintain a City of Clovis Business Tax Certificate prior to commencing performance of the Work.

9. Payment Bond. When required by applicable law, including Civil Code section 9550, prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a payment bond for its portion of the Work which shall cover 100% payment for all obligations arising under the Project Documents and guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

10. Performance Bond. Prior to commencing any portion of the Work, the Contractor shall apply for and furnish City a performance bond for its portion of the Work which shall cover 100% faithful performance of all obligations arising under the Project Documents. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by City in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. City reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to City.

11. Performance Requirements. Notwithstanding, and in addition to the provisions of, Section 23 of this Agreement, if any Work performed hereunder is not in conformity with the requirements of this Agreement and other pertinent documents, City shall have the right to require Contractor to correct the Work in conformity with the requirements of this Agreement at no additional increase in the payment to Contractor. Contractor shall promptly correct the work rejected by City for failing to conform to the requirements of the Project Documents. Remedy for non-compliance or non-performance shall commence within 24 hours of notice. City shall also have the right to require Contractor to take all necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement. In the event Contractor fails to correct the Work or fails to take necessary steps to ensure future performance of the Work in conformity with the requirements of this Agreement, City shall have the right to immediately terminate this Agreement for default.

12. Delay Damages. Time is of the essence with respect to this Agreement and the Work performed by Contractor. Contractor's failure to timely complete the Work under this Agreement shall result in the assessment of delay damages at the rate of **\$1,000 per day** for each calendar day the Project remains unfinished beyond the Completion Date or Work remains incomplete beyond any phase or milestone identified in the schedule as being subject to Delay Damages. The actual occurrence of damages and the actual amount of the damages which City would suffer for such delayed completion of the Project are impracticable and extremely difficult to calculate. Damages which City would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public. Accordingly, the parties agree that the amount set forth herein shall be presumed to be the amount of damages which City shall directly incur for each calendar day that completion of the Project is delayed.

13. Identity of Subcontractors. To the extent the following is not already included in Contractor's

Proposal and subject to the requirements of Public Contract Code section 4107, if applicable, Contractor shall, before commencing any work under this Agreement, provide to City in writing: (a) the identity of all subcontractors Contractor intends to utilize in Contractor's performance of the Work on the Project; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Contractor shall only employ subcontractors pre-approved by City and in no event shall Contractor replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Contractor shall be liable to City for the performance of Contractor's subcontractors.

14. Subcontractor Provisions. Contractor shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Contractor owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions and other work product prepared and performed by subcontractors for Contractor; (c) entitle City to impose upon subcontractors the assignment rights found elsewhere in this Agreement; and (d) require the payment of prevailing wages in accordance with State and Federal law, if applicable.

15. Prevailing Wages; Apprenticeship. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof. Contractor shall be responsible for the payment of prevailing wages in accordance with State and Federal law. Contractor shall further be responsible for ensuring any subcontractors comply with any requirements for the payment of prevailing wages in accordance with State and Federal law, if applicable. The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. Contractor shall comply with all requirements and obligations relating to apprentices, apprenticeships, and/or apprenticeable crafts or trades, as applicable, including but not limited to Labor Code section 1775.5. Contractor shall register with the Department of Industrial Relations, if required.

16. Power to Act on Behalf of City. Contractor is not acting as an agent of City and shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

17. Record Keeping; Reports. Contractor shall keep complete records showing the Work performed. Contractor shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Contractor and its subcontractors for inspection and audit purposes. Contractor shall provide City with a working draft of all plans, drawings, specifications, and/or reports upon reasonable request by City and of all final plans, drawings, specifications, and/or reports prepared by Contractor under this Agreement.

18. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Contractor or its subcontractors in connection with the Work, regardless of the medium, including physical drawings and materials recorded on computer discs or other electronic devices ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request. Contractor shall make available for inspection and copying all such Work Product and all Work product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Contractor shall not release any Work Product to third parties without prior written approval of the City

Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

19. Confidentiality. All Work Product prepared and performed by and on behalf of Contractor in connection with the Work performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Contractor shall not disclose or permit the disclosure of any confidential information acquired during performance of the Work, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Contractor shall also require its subcontractors to be bound to these confidentiality provisions.

20. City Name and Logo. Contractor shall not use City's name or insignia, photographs relating to the City projects or work for which Contractor's services are rendered, or any publicity pertaining to the Contractor's Work under this Agreement in any magazine, trade paper, newspaper, television or radio production, internet website, social media, or other similar medium without the prior written consent of City.

21. Conflicts of Interest. Contractor warrants that neither Contractor nor any of its employees have an interest, present or contemplated, in the Work or the Project which would affect Contractor's or its employees' performance of the Work and the completion of the Project. Contractor further warrants that neither Contractor nor any of its employees have real property, business interests or income that will be affected by the Work. Contractor covenants that no person having any such interest, whether an employee or subcontractor shall perform the Work under this Agreement. During the performance of the Work, Contractor shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

22. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Contractor, or any successors in interest, in the event of a default or breach by City for any amount which may become due Contractor or its successor, or for any breach of any obligation under the terms of this Agreement.

23. Termination of Agreement. This Agreement shall terminate upon completion of the Work, or earlier pursuant to the following.

a. Termination by City: For Convenience. City may, at any time, terminate this Agreement for convenience and without cause. Upon receipt of written notice from City of such termination, the Contractor shall (1) cease operations as directed by the City in the notice; (2) take actions necessary, or that the City may direct, for the protection and preservation of the work; and (3) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

b. Termination by City or Contractor: For Cause. Either party may terminate this Agreement upon ten (10) days prior written notice to the other party of a material breach, and a failure to cure within that time period or commence reasonable steps to cure the breach. Contractor's failure to perform the Work as required by this Agreement or failure to correct non-conforming Work shall constitute a material breach of this Agreement.

c. Compensation to Contractor Upon Termination. Contractor shall be paid compensation for Work satisfactorily performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Contractor's compensation has not become due, Contractor shall be paid the reasonable value of the Work performed. However, in no event shall such payment when added to any other payment due under the applicable part of the Work exceed the total compensation of such part as specified in

Section 4 herein. In the event of termination due to Contractor's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon termination of this Agreement, Contractor shall: (i) promptly discontinue all Work affected, unless the notice directs otherwise; and (ii) deliver or otherwise make available to the City, without additional compensation, all Work Product and/or deliverables accumulated by the Contractor in performing this Agreement, whether completed or in process. Contractor may not refuse to provide such Work Product for any reason whatsoever.

24. Insurance. Contractor shall satisfy the insurance requirements set forth in **Exhibit A**.

25. Indemnity and Defense. Contractor hereby agrees to indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities, (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with the alleged or actual acts, errors, omissions or negligence of Contractor or its subcontractors relating to the performance of Work described herein to the fullest extent permitted by law, unless the injuries or damages are the result of City's sole or active negligence or willful misconduct. Contractor and City agree that said indemnity and defense obligations shall survive the expiration or termination of this Agreement for any items specified herein that arose or occurred during the term of this Agreement.

26. Warranty. Contractor warrants that material and equipment furnished for the Project will be of good quality and new unless otherwise required or permitted by the Project Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Project Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Such warranty shall extend for a period of not less than one (1) year from completion of the Project. If within the applicable warranty period any of the Work does not comply with the Project Documents, the Contractor shall correct it after receipt of City's written notice to do so. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period.

27. Taxes. Contractor agrees to pay all taxes, licenses, and fees levied or assessed by any governmental agency on Contractor incident to the performance of Work under this Agreement, and unemployment and workers' compensation insurance, social security, or any other taxes upon the wages of Contractor, its employees, agents, and representatives. Contractor agrees to obtain and renew an annual business tax certificate from City and pay the applicable annual business registration tax to City during the term of this Agreement.

28. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Contractor without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Contractor shall not assign the payment of any monies due Contractor from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Contractor directly to Contractor.

29. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or given by one of the following methods:

a. Personally delivered to the party to whom it is directed. Service shall be deemed the date of delivery.

b. Delivered by e-mail to a known address of the party to whom it is directed provided the e-mail is accompanied by an acknowledgment of receipt by the other party. Service shall be deemed the date of acknowledgement.

c. Delivery by a reliable overnight delivery service, ex., Federal Express, receipted, addressed to the addressees set forth below the signatories to this Agreement. Service shall be deemed the date of delivery.

d. Delivery by deposit in the United States mail, first class, postage prepaid. Service shall be deemed delivered ninety-six (96) hours after deposit.

30. Entire Agreement. This Agreement, including the Project Documents, represents the entire Agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Contractor.

31. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

32. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities. Evidence of Consultant's authority is attached as **Exhibit D**.

33. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

34. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Contractor in the County of Fresno, California. Contractor shall perform the Work required under this Agreement in the County of Fresno, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

35. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

36. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

37. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

38. Alternative Dispute Resolution. If a dispute arises out of or relating to this Agreement, or the alleged breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

Demand for mediation shall be in writing and delivered to the other party to this Agreement. A demand for mediation shall be made within reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such a claim, dispute or other matter in question would be barred by California statutes of limitations.

39. Non-Discrimination. Contractor shall not discriminate on the basis of any protected class under federal or State law in the performance of the Work or with respect to any Contractor employees or applicants for employment. Contractor shall ensure that any subcontractors are bound to this provision. A protected class, includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

Now, therefore, the City and Contractor have executed this Agreement on the date(s) set forth below.

CONTRACTOR

CITY OF CLOVIS

By: _____

By: _____

John Holt, City Manager

Date: _____

Date: _____

Party Identification and Contact Information:

Contractor

Universal Coatings, Inc.
Attn: Kim Nulick
Title: Vice President
5191 E. Dakota Ave
Fresno, CA 93727
Kim@universalcoatings.net
559-233-6300

City of Clovis

Facility Maintenance
Attn: Stephen Frankian
Title: Facility Maintenance & Purchasing Manager
1033 Fifth Street
Clovis, CA 93612
Stephenf@cityofclovis.com
559-324-2705

ATTEST

_____, City Clerk

APPROVED AS TO FORM

_____, City Attorney

file:///J:\WDOCS\00601\037\AGT\00808561.DOC

EXHIBIT A INSURANCE REQUIREMENTS

Prior to commencement of the Work, Contractor shall take out and maintain at its own expense the insurance coverage required by this **Exhibit A**. Contractor shall cause any subcontractor with whom Contractor contracts for the performance of Work pursuant to this Agreement to take out and maintain equivalent insurance coverage. Said insurance shall be maintained at all times during Contractor's performance of Work under this Agreement, and for any additional period specified herein. All insurance shall be placed with insurance companies that are licensed and admitted to conduct business in the State of California and are rated at a minimum with an "A:VII" by A.M. Best Company, unless otherwise acceptable to the City.

a. Minimum Limits of Insurance. Contractor shall maintain the following types of insurance with limits no less than specified:

(i) General Liability Insurance (including operations, products and completed operations coverages) in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. The General Liability Insurance shall be maintained for a period of ten (10) years following the earlier of completion of the Work by Contractor or termination of this Agreement.

(ii) Worker's Compensation Insurance as required by the State of California.

(iii) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

(iv) Umbrella or Excess Liability. In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

If Contractor maintains higher limits than the minimums shown above, the City shall be entitled to coverage at the higher limits maintained.

b. Other Insurance Provisions. The general liability policy is to contain, or be endorsed to contain, the following provisions:

(i) The City, its officers, officials, employees, agents, and volunteers are to be covered as insured's with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33 or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) For any claims related to the Work performed pursuant to this Agreement, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents,

and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Each insurance policy required by this section shall be endorsed to state that the City shall receive written notice at least thirty (30) days prior to the cancellation, non-renewal, or material modification of the coverages required herein.

(iv) Contractor grants to the City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(v) Any deductibles or self-insured retentions must be declared to and approved by the City of Clovis Risk Services. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

c. Evidence of Coverage. Contractor shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Work under this Agreement; and the production of such written evidence shall be an express condition precedent, notwithstanding anything to the contrary in this Agreement, to Contractor's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Contractor's failure to provide the specified insurance or written evidence thereof (either as to the type or amount of such insurance), shall not be deemed a waiver of City's right to insist upon such insurance later.

d. Maintenance of Insurance. If Contractor fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Contractor, and the Contractor shall pay the cost thereof to City upon demand, and City shall furnish Contractor with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Contractor under this Agreement.

e. Subcontractors. If the Contractor should subcontract all or any portion of the work to be performed in this Agreement, the Contractor shall cover the subcontractor, and/or require each subcontractor to adhere to all the requirements contained herein. Similarly, any cancellation, lapse, reduction or change of subcontractor's insurance shall have the same impact as described above.

f. Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

g. Indemnity and Defense. Except as otherwise expressly provided, the insurance requirements in this section shall not in any way limit, in either scope or amount, the indemnity and defense obligations separately owed by Contractor to City under this Agreement.

EXHIBIT B

PROJECT DESCRIPTION

SCOPE OF WORK

Re-coat of existing roofing system on Administration Building at the Corporation Yard. Bids also included Tuff Coat waterproofing system at all internal stucco walls per the project specifications.

SCHEDULE

Proposed schedule is **Thirty (30)** Working days from Notice to Proceed.

EXHIBIT C CONTRACTOR'S PROPOSAL

BID PROPOSAL

FOR

ADMINISTRATION BUILDING ROOF COATING PROJECT

TO: The City Manager
City of Clovis
Clovis, CA 93612

FROM: CONTRACTOR Universal Coatings, Inc.
Name of bidder

BASE BID

The undersigned bidder, having carefully examined the location of the Work, the Plans and Specifications, and all other Contract Documents for the contract, hereby proposes to furnish, in strict accordance with the Contract Documents, all of the materials, labor, equipment, applicable taxes, and services necessary for the completion of this project and assume all liability imposed upon the Contractor by the Contract, and to accept as full compensation the amount of

Fifty one thousand Dollars and zero cents
(\$ 51,000.00).

This amount includes all allowances and contingency funds identified in the Agreement form or other documents in the bid package.

Note: bidders are required to write the bid price in both words and figures.

ALTERNATE BID ITEMS

In addition to the above base bid, the undersigned bidder proposes and agrees to perform the Contract with the following alternate scope(s) of work for the listed price adjustment(s):

ADD ALTERNATE ITEM NO. 1: Provide and install Tuff Coat waterproofing system at all internal stucco walls per the project specifications for the sum of

Thirteen Thousand nine hundred Dollars and zero cents
(\$ 13,900.00).

Note: bidders are required to write the bid price in both words and figures.

IN CASE OF DISCREPANCY BETWEEN WORDS AND FIGURES, THE WORDS FOR BID PRICE QUOTED SHALL PREVAIL.

SPECIFICATIONS

PAGE - 1

BID SUMMARY

Total amount of Base Bid is _____
Sixty four thousand nine hundred dollars and zero cents.
(\$ 64,900.00).

IN CASE OF DISCREPANCY BETWEEN THE BASE BID PRICE IN WORDS AND FIGURES, THE BASE BID PRICE QUOTED IN WORDS SHALL PREVAIL.

The city reserves the right to waive any informalities or minor irregularities in the bids. In case the unit price in words is incorrectly written as the bid price for a quantity based item, and the price in words matches exactly the numerical bid price, it will be considered that the unit price in figures is given in good faith. Only in such cases, the unit price in figures will be used.

CONTRACTOR SHALL BID ON ALL OF THE ITEMS IN THE BASE BID SECTION AND, IF APPLICABLE, THE ALTERNATE BID SECTION. THE OWNER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

ADDENDA - This proposal is submitted with respect to the changes to the contract included in addendum number/s

1 - Memo- Q&A & Sign in Sheet

WARNING: If an addendum or addenda have been issued by the administering agency and not noted above as being received by the bidder, this proposal may be rejected.

The undersigned has carefully checked all of the above figures and understands that the City shall not be responsible for any errors or omissions on the part of the undersigned in making up this bid.


A certified or cashier's check made payable to the City or a bid bond in favor of said City for

10% of total bid price
_____ (\$ 10% of total bid price),

which amount is not less than ten percent (10%) of the total amount of this proposal, is attached hereto and is given as a guarantee that the undersigned will execute an agreement and furnish the required bonds if awarded the contract and in case of failure to do so within ten days from notice of award the same will be forfeited to the City.

BIDDER'S INFORMATION AND SIGNATURE

The undersigned certifies that he has a valid license as Contractor in the State of California, for the classes required on this Project (Class ^{A, B, C2, C22} ~~C33, C39, C43, ASB~~), the numbers of which are 717507 and the expiration dates of which are 01/31/2024. The authorized person signing below affirms that the information, answers, and representations in this bid are true, correct, and complete, and he/she acknowledges and understands that they are made under penalty of perjury under the laws of the State of California.

1. Bidding Firm Universal Coatings, Inc.	2. Type of Business <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Jt. Venture <input type="checkbox"/> Partnership Individual DBA _____
3. Business Address 5191 E. Dakota Avenue <small>City State Zip Code</small> Fresno, CA 93727	4. Telephone Number (559) 233-6300 5. Fax Number (559) 233-6200
6. E-mail Address Kim@UniversalCoatings.net	8. Signature of Authorized Person 
7. Name of Authorized Person Kim Nulick, Executive Vice President	

- PLEASE SEE THE FOLLOWING INSTRUCTIONS REGARDING SIGNATURE**
1. If bidder is an individual, enter name here in style used in business; if a joint venture, exact names of entities joining in the venture; if a partnership, the correct trade style of the partnership; if a corporation, the exact name of the corporation under which it is incorporated.
 2. If bidder is other than an individual, identify here its character, i.e. corporation (including state of corporation), joint venture, partnership, etc. If bidder is an individual operating under a trade name, state "Individual DBA (trade name in full)".
 3. State on this line the address to which all communications and notices regarding the Bid Proposal and any contract awarded thereunder, are to be addressed.
 4. State on this line the phone numbers to which all general communications will be directed.
 5. State on this line the fax numbers to which all general communications will be directed.
 6. State on this line the E-mail address to which all electronic communications and notices are to be addressed.
 7. If bidder is a joint venture, signature must be by one of the joint ventures, and if one or both of the joint ventures is a partnership or a corporation each participating partnership must sign by a general partner, and each corporation by an authorized officer or employee; if a partnership, by a general partner; if a corporation, by an authorized officer or employee. The title of the person signing must appear after his signature. Where bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation and their business addresses must be shown below:

CITY OF CLOVIS BID PROPOSAL
Administration Building Roof Coating Project

Universal Coatings, Inc. 5191 E. Dakota Avenue, Fresno, CA 93727

Michael Walton, President & Treasurer 5191 E. Dakota Avenue, Fresno, CA 93727

Kim Nulick, Executive Vice President & Secretary 5191 E. Dakota Avenue, Fresno, CA 93727

NOTE: All signatures must be signed and printed or typewritten above. All addresses must be complete with street number, city and state information.

SUBCONTRACTORS DESIGNATION

Pursuant to the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California, the Bidder hereby designates below, for the project, opposite various portions of work, the names and locations of the places of business of each subcontractor who will perform work or labor in an amount in excess of one-half of one percent (1/2 of 1%) of the amount of the total bid. All work not listed below shall be performed by the undersigned bidder. It is understood that the bidder, if awarded the contract, shall not substitute any subcontractor in place of the subcontractors herein designated subcontractor, or sublet or subcontract any of the work as to which a subcontractor is not herein designated without the consent of the City and approval of the Engineer. The bidder may submit a correct subcontractor license number within 24 hours after the bid opening if the corrected number corresponds to the submitted name and location of that subcontractor. If so corrected, an inadvertent error in listing the subcontractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive. The subletting or subcontracting of any work for which there was no subcontractor designated in the original bid may be permitted only in case of public emergency or necessity. The Contractor shall perform, with its own organization, no less than five (5) percent of the original total contract price, except for all federal-aid projects, which is thirty percent (30%) minimum, as defined in the Caltrans' Local Assistance Procedures Manual Chapter 16 Subsection 16.6 "Subcontractors".

NOTE: List one firm only for each portion of work. All sub-contractors' names, license numbers, and portions of work must be clearly printed or typewritten below. Complete information shall be submitted to the City within 24 hours of receipt of bids.

SUBCONTRACTOR 1

None - N/A Universal Coatings, Inc will perform 100% of the work
Portion of Work (describe portion, and state percentage of total contract price)

()
Company Name _____ Phone _____
California Contractor License Number _____ DIR PWCR Number 1000001517
Address _____ City _____ State _____ Zip-code _____

SUBCONTRACTOR 2

Portion of Work (describe portion, and state percentage of total contract price)

()
Company Name _____ Phone _____
California Contractor License Number _____ DIR PWCR Number _____
Address _____ City _____ State _____ Zip-code _____

CITY OF CLOVIS Administration Building Roof Coating Project BID PROPOSAL

NON-COLLUSION DECLARATION

I, Kim Nulick, declare that I am the Name

Executive Vice President Owner, Partner, Corporate Officer (list title), Co-Venturer

of Universal Coatings, Inc. Bidding Entity

the party making the foregoing bid 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, or 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 agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

[Handwritten Signature] Signature of Bidder

March 8, 2022 Date Signed

(California Public Contract Code Section 7106; Stats. 1988, c. 1548, Section 1.)

NOTE: The above Non-collusion Declaration is part of the Bid Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

CITY OF CLOVIS BID PROPOSAL
Administration Building Roof Coating Project

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS that we the undersigned
Universal Coatings, Inc. as Principal
and Everest Reinsurance Company as Surety,
are hereby held and firmly bound unto the City of Clovis, in the County of Fresno, California ("Owner") in
the sum of **Ten Percent of Amount Bid (10%)** for payment of which sum, well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a
certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the
Administration Building Roof Coating Project in strict accordance with Contract Documents.

NOW, THEREFORE, Project No. CIP 22-02

1. If said bid shall be rejected; or, in the alternative,
2. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of
agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the
forms attached hereto (all properly completed in accordance with said bid), and shall in all other
respects perform the agreement created by the acceptance of said bid;

then this obligation shall be void, otherwise the same shall remain in full force and effect, it being
expressly understood and agreed that the liability of the Surety for any and all default of the Principal
hereunder shall be the amount of this obligation as herein stated.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or
addition to the terms of the Contract on the call for bids, or to the Work to be performed hereunder, or the
specifications accompanying the same, shall in any way affect its obligation under this bond, and it does
hereby waive notice of any such change, extension of time, alteration or addition to the terms of said
Contract or the call for bids, or to the Work, or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals
this 7 day of March, 20 22, the name and corporate party being hereto affixed and
these presents duly signed by its undersigned representative, pursuant to authority of its governing body.
In the presence of:

(Seal) Universal Coatings, Inc.
Principal
5191 E. Dakota Avenue, Fresno, CA 93727
Business Address

Name and Signature Kim Nulick

CITY OF CLOVIS
Administration Building Roof Coating Project


BID PROPOSAL

(Seal)

Everest Reinsurance Company

Corporate Surety
1340 Treat Blvd. Pacific Plaza, Ste 450 Walnut Creek, CA 94597

Business Address

By: 
Name and Signature Bonnie Gonzalez, Attorney in Fact

The rate or premium of this bond is N/A per thousand, the total amount of premium charged, \$ NIL.

(The above must be filled in by Corporate Surety.)

IRAN CONTRACTING ACT CERTIFICATION

As required by Public Contract Code ("PCC") section 2204 for contracts of \$1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one of the options below**. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/ financial institution identified below, and the bidder/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Universal Coatings, Inc. 77-0100880
Bidder Name/Financial Institution Federal ID Number (or n/a)

Kim Nulick, Executive Vice President 
Name and Title of Authorized Person Authorized Signature

March 8, 2022 Fresno, California
Date Executed Executed in

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder Name/Financial Institution Federal ID Number (or n/a)

Name and Title of Authorized Person Authorized Signature

Date Executed Executed in

CITY OF CLOVIS
Administration Building Roof Coating Project

BID PROPOSAL

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700, in relevant part, provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers. Said certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self insure and to pay any compensation that may become due to his or her employees, ..."

I am aware of the provisions of the Labor Code Section 3700 which require 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. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Universal Coatings, Inc.

Company Name of Contractor

Kim Nulick, Executive Vice President

Name and Title of Authorized Person

Authorized Signature

March 8, 2022

Date of Signature

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG FREE WORKPLACE CERTIFICATION

The Drug Free Workplace Act of 1990 (Government Code sections 8350 et seq.) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The person's or organization's policy of maintaining a drug free workplace;
 - (c) The availability of drug counseling, rehabilitation and employee assistance programs;
 - (d) The penalties that may be imposed upon employees for drug abuse Violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Universal Coatings, Inc.
Company Name of Contractor

Kim Nulick, Executive Vice President
Name and Title of Authorized Person

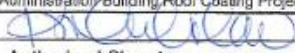
CITY OF CLOVIS BID PROPOSAL
Administration Building Roof Coating Project
 03/07/22
Authorized Signature Date of Signature

EXHIBIT D SIGNING AUTHORITY



March 23, 2022

Stephen Frankin
City of Clovis
1033 Fifth Street,
Clovis, CA 93611

Dear Mr. Frankin,

This letter is to confirm that as the Executive Vice President of Universal Coatings Inc, I have the authority to sign contracts on behalf of the company. Attached are our annual meeting minutes with proof of title and authority.

Sincerely,

UNIVERSAL COATINGS INC.

A handwritten signature in blue ink, appearing to read 'Kim Nulick', is written over the printed name.

Kim Nulick, EVP
Universal Coatings, Inc.



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: April 11, 2022

SUBJECT: Consider Introduction – Ord. 22-____, Amending Clovis Municipal Code Section 2.1.32 establishing salaries of City Councilmembers and increasing the present salary to become effective after the November 2022 municipal election.

Staff: Karey Cha, City Clerk
Recommendation: Approve

ATTACHMENT: 1. Ordinance amending City Council salary

CONFLICT OF INTEREST

None

RECOMMENDATION

For the City Council to consider the introduction of an ordinance amending the Clovis Municipal Code Section 2.1.32 establishing salaries of City Councilmembers.

EXECUTIVE SUMMARY

City Council salaries were last adjusted in 2018 and should be reviewed periodically to provide reasonable compensation for City Council duties as provided by law. Staff is recommending the City Council consider an adjustment to the current monthly salary set at \$1,455.

BACKGROUND

Pursuant to state law governing general law cities, the City Council may increase the present salary on an annual basis that would only become effective after the general municipal election and when the new term of office begins. The next general municipal election is scheduled for November 2022.

The last time City Council salaries were reviewed in 2021, no action was taken to amend the ordinance to increase City Council salaries. The City Council salaries are presently set at \$1,455 per month.

The Clovis Municipal Code authorizes that City Council salaries be set in accordance with state law, and any salary increase adopted would only become effective at the beginning of the next new term of office. The California Government Code Section 36516 provides that the City Council may set the salary at \$600 per month for cities with a population between 75,000 and 150,000 or the City Council may increase the salary by 5% for each calendar year from the operative date of the last adjustment. In this case, the operative date of the last adjustment was March 2019. The maximum that could be increased would be 15% (3 years x 5%).

Staff is recommending Council consider a few options:

1. Current salary is \$1,455 and could be increased by 15% per state law which would increase the monthly salary to \$1,673.
2. In 2018, Council directed staff to increase their salary to an amount equal to what city employees received over a two-year term. Council approved a salary increase in the amount of 6.5% (staff received a 3% increase 7/1/2017, and a 3.5% increase on 7/1/2018). A similar proposal for 2022 would increase salaries 4.0% (staff received a 2.0% increase 7/1/2020, and a 2.0% increase on 7/1/2021). If Council chose this option, salary would increase from \$1,455 to \$1,513 (4.0% increase).
3. Do nothing.

FISCAL IMPACT

If approved, this adjustment would increase the City Council salary expense by approximately \$13,095 for Option 1 above, and approximately \$3,492 for Option 2 above - both on an annualized basis. Option 3 would not increase the cost to the City.

REASON FOR RECOMMENDATION

City Council salaries were last adjusted in 2018 and should be reviewed periodically to provide reasonable compensation for City Council duties as provided by law.

ACTIONS FOLLOWING APPROVAL

As directed, the ordinance amendments will be introduced and subsequently presented for adoption.

Prepared by: Karey Cha, City Clerk

Reviewed by: City Manager *JH*

ORDINANCE 22-

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLOVIS
AMENDING SECTION 2.1.32 OF CHAPTER 2.1 OF TITLE 2 OF THE CLOVIS
MUNICIPAL CODE RELATING TO SALARIES OF COUNCILMEMBERS**

The City Council of the City of Clovis does ordain as follows:

Section 1 Section 2.1.32 of Chapter 2.1 of Title 2 of the Clovis Municipal Code is hereby amended to read as follows:

Salaries of Councilmembers.

Each member of the Council, until the date on which one or more members of the Council begins a new term of office, shall continue to receive the current salary of One Thousand Four Hundred and Fifty Five and no/100ths Dollars (\$1,455.00) per month.

From and after the date on which one or more members of the Council begins a new term of office, each member of the Council shall receive as salary, the sum of - *to be determined based on Council discussion on April 11, 2022* - per month.

Section 2 This Ordinance shall go into effect and be in full force from and after thirty (30) days after its final passage and adoption.

APPROVED: April 11, 2022

Mayor

City Clerk

* * * * *

The foregoing Ordinance was introduced and read at a regular meeting of the City Council held on April 11, 2022, and was adopted at a regular meeting of said Council held on April 18, 2022, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

DATED: April 18, 2022

City Clerk



CITY *of* CLOVIS

REPORT TO THE CITY COUNCIL

TO: Mayor and City Council

FROM: Administration

DATE: April 11, 2022

SUBJECT: Consider Approval – Authorize the City Manager to execute an Amendment to the Disposition and Development Agreement and Grant Deed Containing Covenants, Conditions and Restrictions with Innovative Development and Living Solutions of California to provide an additional \$75,000 in grant funding, secure two additional affordable housing units and ensure the continued affordability and availability of the Magnolia Crossing supportive senior housing development.

Staff: Claudia Cazares, Management Analyst

Recommendation: Approve

ATTACHMENTS: 1. Amendment to the Disposition and Development Agreement and Grant Deed Containing Covenants, Conditions and Restrictions

CONFLICT OF INTEREST

None.

RECOMMENDATION

For the City Council to authorize the City Manager to execute an Amendment to the Disposition and Development Agreement and Grant Deed Containing Covenants, Conditions and Restrictions with Innovative Development and Living Solutions of California, to provide \$75,000 in grant funding, secure two additional affordable housing units, and to ensure the continued affordability and availability of the Magnolia Crossing supportive senior housing development.

EXECUTIVE SUMMARY

Innovative Development and Living Solutions of California (IDLSC), the owner/operator of Magnolia Crossing, has dutifully been operating the senior supportive housing development since its opening in February 2018. Over the last two years, IDLSC has experienced pandemic related cost increases, reduction in tenants, and additional COVID related costs, all while caring for the fragile low-income senior population. IDLSC is requesting a \$75,000 grant for operational costs and support and in turn will provide an additional two housing units as low-income housing, at the project site, for a total of 26 affordable and income restricted units.

BACKGROUND

Magnolia Crossing Senior Assisted Living center is a 48-unit, mixed-income community that provides assisted living and memory care for senior residents. Of the 48 units, 24 are currently income restricted and leased at affordable rates. The City of Clovis participated in the development of the project by selling the land to IDLSC, which was previously purchased by the City with Redevelopment Agency funds and providing a grant to assist with development costs. Through its wholly controlled landowner IDLS Sierra Avenue LLC, the developer was successful in receiving New Market Tax Credits to complete development financing for the project. Magnolia Crossing opened its doors in February 2018 and successfully operated in its initial years by filling a niche service of affordable senior housing plus supportive services. In addition to providing much needed affordable housing, the development also provides daily meals, transportation, laundry, housekeeping, other various activities, and medical services management. IDLSC has 40 employees.

Since March 2020, IDLSC has struggled to maintain its financial strength, as have many service providers in the country. Magnolia Crossing's operations experienced financial stress due to COVID-19 related impacts, such as: unexpected staff loss, cost increases, inflation, paying for third-party services, overtime needed to cover loss of staff, and COVID testing and PPE costs. Additionally, vacancy rates were also affected, currently leaving Magnolia Crossing with 10 vacancies.

IDLSC has diligently addressed the tumultuous times by applying for and receiving a PPP loan, an SBA loan, and an additional loan from another project partner. They have requested the City provide grant funding after being unsuccessful in receiving other financial subsidies typically available to senior housing providers, as those resources are prioritized for hospitals and skilled nursing facilities.

City staff requests Council approval of a \$75,000.00 grant to maintain operational viability of the project. In return, the owner will income restrict an additional 2 rental units, for a total of 26 affordable rental housing units for the remainder of the 55-year affordability period. The City Manager will execute an Amendment to the Disposition and Development Agreement and Grant Deed Containing Covenants, Conditions and Restrictions to secure the additional income restricted units. IDLSC management staff plans to refinance existing major debt in 2023 by applying to the Department of Housing and Urban Development for permanent financing and further ensuring financial stability for the project by securing lower monthly mortgage costs.

FISCAL IMPACT

Funds are available from Housing Successor Agency program funds.

REASON FOR RECOMMENDATION

The grant funds would secure continued operation and affordability of a much-needed senior assisted living facility, which is administered by a local non-profit partner, and provide two additional low-income affordable housing units.

ACTIONS FOLLOWING APPROVAL

Execution of Amendment to the Disposition and Development Agreement and Grant Deed Containing Covenants, Conditions and Restrictions.

Prepared by: Claudia Cazares, Affordable Housing Management Analyst

Reviewed by: City Manager JA

DRAFT

RECORDING REQUESTED BY, AND)
WHEN RECORDED, MAIL TO:)
)
City of Clovis)
1033 Fifth Street)
Clovis, California 93612)
ATTN: City Manager)

(Space above provided for Recorder)

No recording or filing fee required; This document exempt from fee pursuant to California Government Code sections 6103 and 27383.

AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT AND GRANT DEED CONTAINING COVENANTS, CONDITIONS AND RESTRICTIONS

32 WEST SIERRA AVENUE, CLOVIS, CALIFORNIA 93612

**APN 492-020-51t
(FRESNO COUNTY)**

This Amendment to Disposition and Development Agreement and Grant Deed Containing Covenants Conditions and Restrictions (“DDA/CCRs Amendment”) is entered into effective on the last date executed, between the City of Clovis, a California general law city (“City”), Innovative Development and Living Solutions of California, a California non-profit corporation (“Developer”), and IDLS Sierra Avenue LLC, a California limited liability company (“Landowner”) with respect to the following Recitals, which are a substantive part of this Agreement:

RECITALS

A. Developer owns and operates a senior assisted rental living facility at 32 West Sierra Avenue in the City of Clovis (“Facility”). City, in its capacity as Housing Successor Agency to the Clovis Community Development Agency (“CCDA”) provided a vacant property site for construction of the Facility to Developer as a grant pursuant to a Disposition and Development Agreement entered on August 4, 2014, as last amended by a Fourth Amendment on October 10, 2016 (“DDA”), and associated Grant Deed containing conditions, covenants, and restrictions governing use of the Property (“CCRs”). The CCRs were recorded in the Fresno County Recorder’s Office on **November 16, 2016, DOC-2016-0159470-00**. The Facility site is legally described in **Attachment 1**.

B. The DDA and CCRs impose certain affordable housing requirements, as set forth in those documents. Specifically: the DDA and CCRs require that Developer construct 48 units and restrict 24 of those units to Extremely Low Income, Very Low Income, Lower Income, or Moderate Income Households, with not less than 14 of those units being restricted to Lower Income and below households.

C. The Facility opened in 2018, and has been continuously in operation since that time. The Facility provides essential supportive housing for Clovis seniors, with half of those units being

restricted to affordable rents. Operation of the Facility is consistent with the former CCDA redevelopment plans, and the goals of the Housing Successor Agency.

D. To secure financing for the Facility through use of the New Markets Tax Credit program, Developer transferred ownership of the Facility site to Landowner, a wholly controlled entity of Developer. The Grant Deed from Developer to Landowner was recorded in the Fresno County Recorder's Office on **December 22, 2016, DOC-2016-0175819-00**. No changes were made to the CCRs with the transfer from Developer to Landowner. Pursuant to Section 19 of the CCRs, City is a third-party beneficiary to the CCRs and no changes may be made to the CCRs without the written consent of City.

E. During the past two years, due to the global COVID-19 pandemic, Developer has operated the Facility under severe economic distress. Developer has identified significant staff losses and dramatic cost increases due to COVID pay, third party staffing, overtime, COVID testing, and personal protective equipment. In addition, the Facility is facing inflationary cost increases in all aspects of the business.

F. Developer has pursued available grants and funding sources to keep the Facility operating in a safe manner caring for the most vulnerable and fragile population. Despite receiving some funding, Developer has expressed concern with the continued viability of the Facility and the lack of, or limited availability, of additional funding sources. In that regard, Developer has requested operational support in the form of an additional grant from the City to stay open. The grant will ensure that the facility has adequate operating expenses pending the receipt of additional funding, which is in progress.

G. To support City's affordable housing goals, and the goals of supporting a diverse population of all income and age levels, City is willing to make another grant to Developer in the amount of \$75,000.00 cash for the purposes stated herein and with the requirement that Developer provide two additional affordable housing units. The money will come from the City's Housing Successor Agency fund balance.

NOW, THEREFORE, City, Developer, and Landowner agree and consent to amend the DDA and CCRs in the following particulars:

1. DDA Section 6, Financing. Section 6.3 is hereby added to the DDA to read as follows:

6.3. Additional Grant for Operating Expenses. City shall provide to Developer a grant in the principal amount of \$75,000.00 in one lump payment ("Grant"). The Grant will be dispersed within fourteen (14) days after this DDA/CCRs Amendment is fully executed. The Grant shall be used solely for Facility operating expenses.

2. DDA Exhibit 6 Scope of Development and CCRS Section 3 Affordable Housing. Exhibit 6 Scope of Development to the DDA and Section 3 of the CCRs set forth the affordable housing requirements for the Facility. Those documents shall be amended to require that Developer restrict 26 units, instead of 24 units, to Extremely Low Income, Very Low Income, Lower Income, or Moderate Income Households. In particular to the CCRs, the first paragraph of Section 3 of the CCRs shall be amended to read as follows:

3. Affordable Housing. Grantee shall make available, restrict occupancy to, and lease twenty-six (26) of the Housing Units to Extremely Low Income Households, Very Low Income Households, Lower Income Households, or Moderate Income Households all at an Affordable Rent (“Affordable Units”), pursuant to the terms set forth in the Agreement. Fourteen (14) of the Affordable Units shall be leased to Lower Income and below Households.

3. All Other Terms Remain in Effect. All other terms of the DDA and CCRs (including the remaining provisions of CCRs Section 3) shall remain in full force and effect, and shall be fully applicable to the two additional Affordable Units.

IN WITNESS WHEREOF, the parties hereto have caused this DDA/CCRs Amendment to be signed by their duly authorized officers, agents or officials who represent that they have authority to sign this Agreement on behalf of City, Developer and Landowner, and bind the respective parties to the terms of this Agreement, as of the signed date. Developer and Landowner have provided proof of authority to City which City is entitled to rely upon.

By signing this DDA/CCRs Amendment, Landowner expressly consents to the amendment to the CCRs, which amended CCRs shall run with the land as if first applied with the original Grant Deed from City to Developer.

DEVELOPER

INNOVATIVE DEVELOPMENT AND LIVING SOLUTIONS OF CALIFORNIA, a California nonprofit corporation

By: _____
Michael Sigala, President

Dated: _____

LANDOWNER

IDLS SIERRA AVENUE LLC, a California limited liability company

By: _____
Its Managing Partner, Innovative Development And Living Solutions Of California, a California nonprofit corporation, Michael Sigala, President

Dated: _____

CITY

CITY OF CLOVIS, a California general law city

By: _____
John Holt, City Manager

Dated: _____

Attest:

By: _____
Karey Cha, City Clerk

Dated: _____

Approved as to Form:

By: _____
Scott G. Cross, City Attorney

Dated: _____

ATTACHMENT 1 LEGAL DESCRIPTION

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