

REPORT TO CITY COUNCIL

Approved by:

[Signature]

Department Director

[Signature]

Arnoldo Rodriguez, City Manager

Council Meeting of: June 19, 2019

Agenda Number: B-4

SUBJECT:

Consideration of a Resolution Approving an Amendment for the 2018/2019 Community Development Block Grant Agreement for Services for the High-Intensity Activated crossWalk (HAWK) Pedestrian Signal at the Intersection of Stadium Road and Gary Street and Authorizing the Mayor to Sign the Amendment

RECOMMENDATION:

Staff recommends City Council (Council) adopt the Resolution Approving an Amendment with the City of Madera (City) Engineering Department (Department) for the HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street. The Department received a Community Development Block Grant (CDBG) allocation (\$140,000) for Fiscal Year (FY) 2018/2019.

DISCUSSION:

The Agreement for Services, funded by the City's CDBG FY 2018/2019 allocation, to install a HAWK pedestrian signal at the intersection of Stadium Road and Gary Street was approved by the Council on June 20, 2018 (Attachment A). The FY 2018/2019 CDBG Annual Action Plan was submitted to the U.S. Department of Housing and Urban Development (HUD) on July 17, 2018. HUD approved City's Action Plan, which included this project and issued two Funding Approval/Agreements, the first one on October 28, 2018 and the second on December 11, 2018.

Agreements with subrecipients are a central part of the subrecipient requirements of the CDBG program for entitlement communities. It fulfills a legal requirement by presenting a concise statement of the rules for the CDBG program, the conditions under which the funds are provided and provides a yardstick for monitoring subrecipient performance. In addition, HUD CDBG regulations (24 CFR 570.503) require that grantees have written agreements in effect for each subrecipient before awarding any CDBG funds. The written Agreement must remain in effect during any period that the subrecipient has control over any CDBG funds.

On May 30, 2019, the Department submitted a request for an extension to the Period of Performance in the Agreement for Services. The request is to allow effective planning within the Department and to reduce scheduling impacts on other projects. There is a need to place the

project into the Department's queue for reasonable design and a construction schedule without placing other projects aside. To approve the extension, an Amendment to the CDBG Agreement for Services is needed (Attachment B). The request specifies the application included a two-year period of performance; however, the City presently utilizes a one-year Agreement (Attachment C). Therefore, the Department is requesting an extended period of performance (July 1, 2018 to June 30, 2020) and Grants staff recommends that Council approve the amendment based on the Department's efforts in reducing scheduling impacts and proposing reasonable design and construction schedules.

FINANCIAL IMPACT:

Approval of the Amendment will not impact the General Fund because the project's budget consists of CDBG and Local Transportation Funds (Attachment D).

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The project meets the Plan's Strategies as follows:

- **113.3:** Establish budgets to ensure City facilities that provide services to the public are ADA compliant.
- **121.10:** Add facilities and amenities for the public.
- **126.6:** Establish budgets to redevelop existing streets to install sidewalks, curb cuts, streetlights, and landscaping strips.
- **132.2:** Update arterials and collector streets to accommodate bicycles, pedestrians and transit vehicles.

ALTERNATIVES:

1. Deny the Amendment.
2. Direct the Department to apply for future CDBG funds to complete the project.
3. Direct staff to reprogram the funds and undertake the three to four-month process for a Major Amendment to the 2019/2020 Action Plan.

ATTACHMENTS:

1. Resolution No. 19-____
2. Attachment A, Agreement for Services.
3. Attachment B, Request for Extension for HAWK Pedestrian Signal at Stadium Road and Gary Lane.
4. Attachment C, Project Schedule.
5. Attachment D, Amendment Agreement.

RESOLUTION NO: 19-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA,
APPROVING AN AMENDMENT FOR THE 2018/2019 COMMUNITY DEVELOPMENT
BLOCK GRANT AGREEMENT FOR SERVICES FOR THE HIGH-INTENSITY ACTIVATED
CROSSWALK (HAWK) PEDESTRIAN SIGNAL AT THE INTERSECTION OF STADIUM
ROAD AND GARY STREET AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT**

WHEREAS, the Agreement for Services Funded by the City of Madera Community Development Block Grant (CDBG) to install a HAWK pedestrian signal at the intersection of Stadium Road and Gary Street was approved by the City Council on June 20, 2018; and

WHEREAS, the 2018/2019 CDBG Annual Action Plan was submitted to the U.S. Department of Housing and Urban Development (HUD) on July 17, 2018; and HUD approved it on October 28, 2018 and December 11, 2018; and

WHEREAS, agreements with subrecipients are a central part of the subrecipient requirements of the CDBG program for Entitlement Communities and they provide a yardstick for monitoring subrecipient performance; and

WHEREAS, the written Agreement must remain in effect during any period that the subrecipient has control over any CDBG funds, and;

WHEREAS, staff and the City Council acknowledge the need to extend the Period of Performance; and

WHEREAS, the period of performance is extended by an Amendment to June 30, 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

1. The above recitals are true and correct.
2. An Amendment to the Agreement for Services funded by the City of Madera, California, to install a HAWK pedestrian signal at the intersection of Stadium Road and Gary Street is on file in the office of the City Clerk and to which reference is hereby made for full particulars is hereby approved, and the Mayor is authorized and directed to execute the Amendment to the Agreement for and on behalf of the City of Madera.
3. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grants Administrator.
4. This resolution is effective immediately upon adoption.
5. The Mayor is authorized to sign the Amendment.

* * *

AGREEMENT FOR SERVICES FUNDED BY CITY OF MADERA

This Agreement is entered into, effective on the date of July 1, 2018.

PARTIES:

The City of Madera, hereafter referred to as "CITY", and the City of Madera Engineering Department, hereafter referred to as the "CONTRACTOR."

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Community Development Block Grant (CDBG) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, the Madera City Council has determined a project to install a HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street is eligible under 24 CFR Part 570.201(c); and

WHEREAS, the CONTRACTOR is dedicated to ensuring the safety and protection of Madera and its community members through adequate pedestrian and traffic safety and to maintaining sufficient resources for expanding protection as the community grows; and

WHEREAS, the CONTRACTOR submitted a project plan and budget to install a HAWK Pedestrian Signal at the intersection of Stadium Road and Gary Street is consistent with the intent and purpose of the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and which has been approved by the City Council.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the project design, which is attached to this Agreement, marked as Exhibit "A," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the quarter. Allowable expenditures under

this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total CDBG obligation of the CITY under this Agreement shall not exceed \$140,000 in fiscal year 2018-2019. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose in all public information its funding source.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of Community Development Block Grant funds.

Program Income

CONTRACTOR shall report quarterly all program income as required under 24 CFR 570.503(b) (3) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the CONTRACTOR shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the CONTRACTOR may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to CITY at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to CITY.

4. Compliance With Laws

If the CONTRACTOR receives CDBG funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community

Development Act of 1974 and its amendments and Uniform Administrative Requirements under 24 CFR 570.503(b)(4). The CONTRACTOR and any subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "C" attached hereto and incorporated herein by reference.

Administrative Requirements/Financial Management/Accounting Standards

CONTRACTOR agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

Costs Principles

CONTRACTOR shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

5. Contract Administrator

CITY shall retain the right to administer this Agreement so as to verify that CONTRACTOR are performing their obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2019, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

CONTRACTOR shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each activity undertaken;
2. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
3. Records required to determine the eligibility of activities;
4. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
5. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
6. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
7. Other records necessary to document compliance with 24 CFR 570.503(b) (5).

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices and time cards signed by both the employee and applicable Department Head/Authorizing Official. Reports shall consist of the Quarterly Reporting Form. This form is contained in Exhibit "A-1" attached hereto and incorporated herein by reference.

The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payments until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each quarterly invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted, copies of time cards and related pay stubs for reimbursement.

8. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

9. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "A" insofar as it deems proper or efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit B.

B. An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations, including those listed in Exhibit "C."

10. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

11. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "A." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

The CONTRACTOR'S services shall be accessible to the physically disabled, and the services of a translator, signer or assistive listening device shall be made available. CONTRACTOR, in its marketing materials, shall specify assistance to access its services is available for deaf and hard-of-hearing persons by calling 711 or 1-800-735-2929 and, for voice users, 1-866-735-2922 for TTY Relay Services. CONTRACTOR shall comply with requirements set forth in Exhibit D, Accessibility for Persons with Disabilities to Non-Housing Programs funded by Community Development Block Grant Funds – Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act, and the Architectural Barriers Act.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the Community Development Block Grant regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG funds received from CITY.

12. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

13. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "A" may be approved in writing by the City Administrator, or his designee.

14. Administration

The City of Madera Grants Administration Department shall administer this Agreement.

15. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "A." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

CONTRACTOR shall also agree to on-site monitoring and personal interviews of participants, CONTRACTOR'S staff, and employees by appropriate CITY staff on at least a quarterly basis.

16. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG funds. If any real or personal property acquired or improved with CDBG funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG program, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for the life of the property. In the event the CDBG program is closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

18. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR'S failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

19. No Third-Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

20. Indemnification

IN THE EVENT HUD DETERMINES A CDBG-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD REQUIRES REPAYMENT OF CDBG FUNDS, THEN THE CONTRACTOR SHALL REPAY ANY CDBG FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnatee. However, without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the Contractor fails to do so, Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

21. Entire Agreement

This Agreement constitutes the entire agreement between the CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

22. Insurance Requirements for Contractors

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Contractor shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01 General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor, his agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Contractor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Contractor maintains

higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

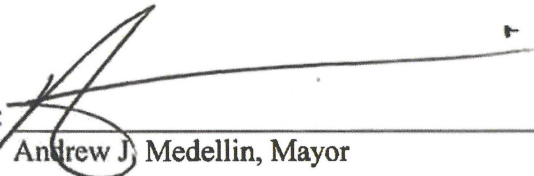
Additional Insurance

Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

**THE CITY OF MADERA
ENGINEERING DEPARTMENT:**

By: 
Andrew J. Medellin, Mayor

By: 
Keith Helmuth, City Engineer


Date: 6/22/18

Date: 6/20/18

ATTEST:

APPROVED AS TO LEGAL FORM:

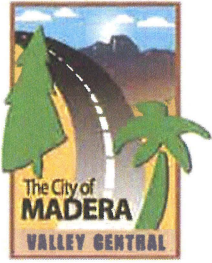
By: 
Sonia Alvarez, City Clerk

By: 
Brent Richardson, City Attorney

Date: 6/22/18

Date: 6-25-18





CITY OF MADERA
ENGINEERING DIVISION
205 W. 4TH STREET MADERA, CA 93637
TEL: (559) 661-5418 - **FAX:** (559) 675-6605

Date: May 30, 2019

To: Ivette Iraheta, Grants Administrator

From: Keith Helmuth, City Engineer *K.H.*

Subject: Request for Extension for HAWK Pedestrian Signal at Stadium Road and Gary Lane

The Engineering Department is requesting a one-year extension to the Agreement dated July 1, 2018 for the CDBG funded Installation of HAWK Signal at the Intersection of Stadium Road and Gary Lane Project in accordance with Section 6. Period of Performance.

The project was given a contract expiration date of June 30, 2019 at the time the grant was awarded. The schedule submitted along with the application included a time of completion of two years. The Engineering Department concluded with Grants Department staff that the project would be given a one-year period of performance and later be granted a one-year extension in order to accommodate the two-year time frame originally requested as part of the application.

It is therefore requested that an extension of one year to June 30, 2020 be granted in order to accommodate the completion of the project including punch list items, release of retention, invoicing and completing final closeout documents.

If you have any questions, or need additional information, please contact Victor Aldama, Assistant Engineer, in our department.

**CDBG PROJECT SCHEDULE FOR
INSTALLATION OF HAWK PEDESTRIAN SIGNAL AT INTERSECTION
OF STADIUM ROAD AND GARY STREET**

Item of Work	Date
Awarded CDBG Funds	July 2018
Request for Proposal/Selection of Consultant	July 2018 — September 2018
Council Approval for Design Contract Agreement	October 2018 — November 2018
Award of Design Consultant / Issue Notice to Proceed	November 2018
PS&E 100% Design	December 2018 — March 2019
Advertise for Bids	April 2019 — May 2019
Council Approval for Contractor Construction Agreement	June 2019 — July 2019
Equipment Delivery (90 Calendar Days)	September 2019 — December 2019
Construction (45 Calendar Days)	January 2020 — February 2020
Project Close Out	March 2020 — April 2020

**AN AMENDMENT TO THE AGREEMENT FOR SERVICES FUNDED BY THE
CITY OF MADERA'S COMMUNITY DEVELOPMENT BLOCK GRANT TO
INSTALL A HAWK PEDESTRIAN SIGNAL AT THE INTERSECTION OF
STADIUM ROAD AND GARY STREET**

This Amendment to the Agreement for Services to install a HAWK pedestrian signal at the intersection of Stadium Road and Gary Street (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and the City of Madera Engineering Department (hereinafter called ("DEPARTMENT")) is entered this 19th day of June 2019.

WITNESSETH

WHEREAS, CITY has provided funding for services to install a HAWK pedestrian signal at the intersection of Stadium Road and Gary Street, hereinafter called "Project", and

WHEREAS, CITY and DEPARTMENT entered into an Agreement dated July 1, 2018 to carry out the Project, and;

WHEREAS, DEPARTMENT has requested an extension to the Period of Performance, and;

WHEREAS, An Amendment is necessary to revise the Agreement.

NOW THEREFORE:

The parties hereto mutually agree as follows:

AGREEMENT


In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONTRACTOR agree that the Agreement for Services to install a HAWK pedestrian signal at the intersection of Stadium Road and Gary Street dated July 1, 2018 between CITY and DEPARTMENT shall be amended as follows:

Item No. 1: Paragraph 1 of the Agreement shall be Amended to read as follow:

6. Period of Performance

The CONTRACTOR shall commence performance under this contract July 1, 2018 and shall end its performance June 30, 2020, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the City.

**THE CITY OF MADERA ENGINEERING
DEPARTMENT**

By: 
Keith Helmuth, City Engineer

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO LEGAL FORM

By: _____
Hilda Cantú Montoy, Interim City Attorney

ATTEST:

By: _____
Claudia Mendoza, Interim City Clerk