



CITY OF LODI COUNCIL COMMUNICATION

IM

AGENDA TITLE: Adopt Resolution Approving Improvement Agreement for Public Improvements of 2 East Tokay Street (APN 045-320-04)

MEETING DATE: October 1, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the Improvement Agreement for the Public Improvements of 2 East Tokay Street (APN 045-320-04) and authorizing the City Manager to execute the agreement on behalf of the City.

BACKGROUND INFORMATION: The project consists of public street, sidewalk, and utility improvements required for the approval of a final parcel map. The project is located on the corner of Tokay Street and Sacramento Street, as shown on Exhibit A.

The developer, Bernard Kooyman and Diede Construction, Inc., has furnished the City with improvement plans, necessary agreements, guarantees and insurance for the proposed project. The developer also paid the required improvement agreement preparation fee and other miscellaneous fees (\$12,757.65). Development Impact Mitigation Fees will be collected at the time of building permit issuance.

The improvements are being installed in conformance with the conditions of approval for a final parcel map (07-P-05) to divide the existing parcel into three parcels. The improvements include water, wastewater, and storm drain facilities to serve the proposed parcels and street improvements along the Tokay Street and Sacramento Street frontage of the project site.

FISCAL IMPACT: There will be a slight increase in long-term maintenance costs for public infrastructure, such as streets, water, wastewater and storm drain facilities

FUNDING AVAILABLE: Not applicable.



Wally Sandelin
Public Works Director

Prepared by Chris Boyer, Junior Engineer
FWS/CB/pmf
Attachment
cc: Senior Civil Engineer Fujitani

APPROVED: 

Blair King, City Manager



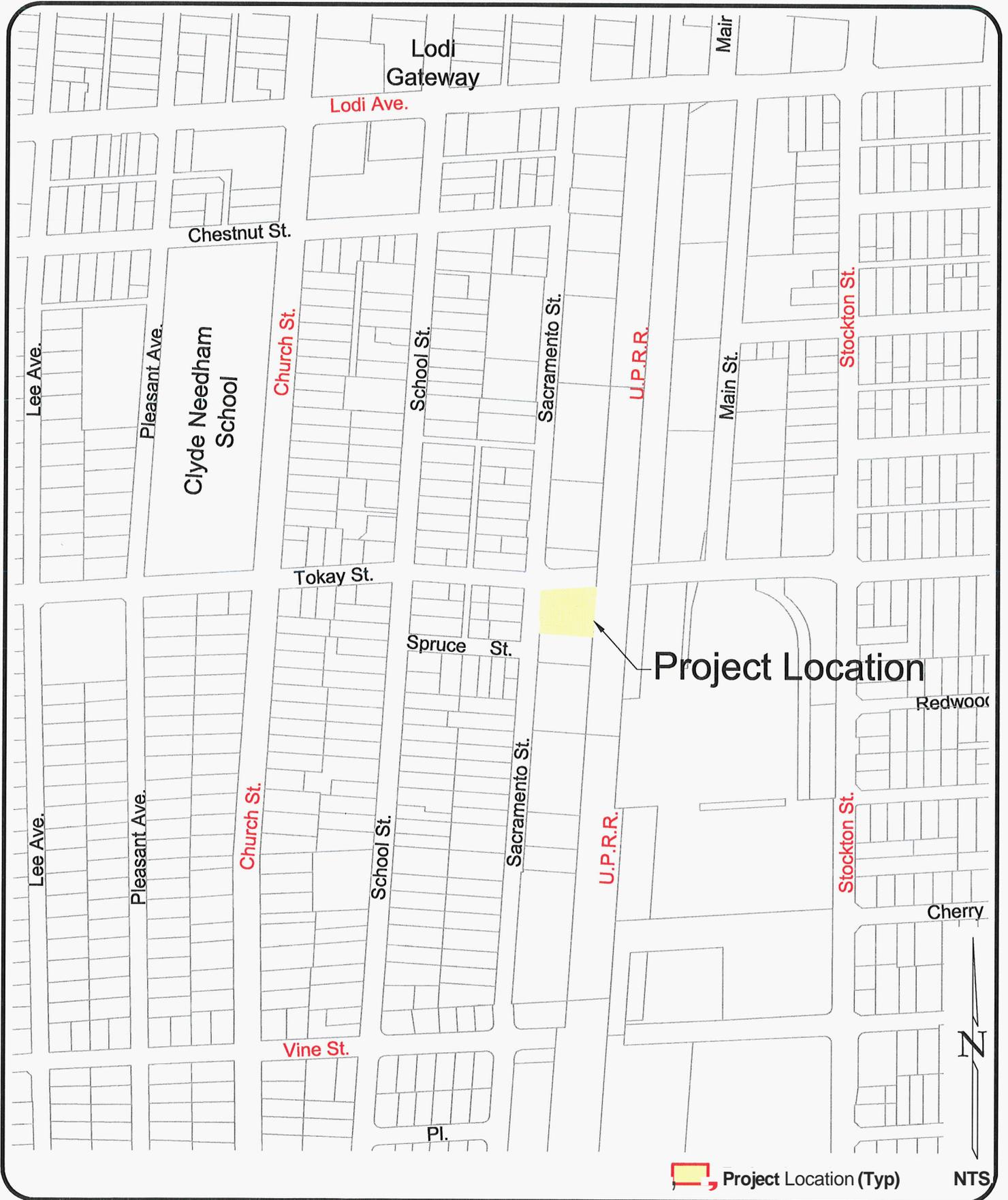
CITY OF LODI

PUBLIC WORKS DEPARTMENT

PROJECT LOCATION

234 E. TOKAY ST

EXHIBIT A



Project Location

 Project Location (Typ)

NTS

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
2 E. Tokay Street

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, hereinafter referred to as "City", and BERNARD C. KOOYMAN and DONNA K. KOOYMAN, as Trustees of the BERNARD C. KOOYMAN AND DONNA KUNDERT KOOYMAN REVOCABLE LIVING TRUST dated January 30, 1995, hereinafter referred to as "Developer" and DIEDE CONSTRUCTION INC., a California Corporation, hereinafter referred to as "Developer's Contractor".

RECITALS:

Developer has presented to City for approval a final parcel map, hereinafter called "map", and necessary street and easement dedications shown thereon, or provided under separate instrument.

Developer has requested approval of the map prior to the construction and completion of public improvements, including all streets, highways or public ways and public utility facilities which are a part of or appurtenant to the development, hereinafter called "project", all in accordance with and as required by the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

Council of the City will accept the dedications offered on condition that Developer and Developer's Contractor first enter into and execute this agreement with City; and

This agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Title 15 and 16 of the Lodi City Code.

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer and Developer's Contractor of their obligations under State law and City code, the parties agree as follows:

1. Performance of Work by Developer

Developer and Developer's Contractor will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of the Public Works Director, all of the work and improvements as shown on the approved improvement plans for the project, Drawing Nos. 008D005-1 through 008D005-12, which are on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Street light installation and connection to City system.
- B. Electrical system

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary

or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on Billing Schedule attached hereto and by this reference made a part hereof.

From payments made under Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat.
- B. Abandon existing 1.5-inch water service.
- C. One 2-inch water service tap, one 1.5-inch water service tap and two 4-inch wastewater service taps. City will make taps only. Developer's contractor shall expose water and wastewater mains and provide proper shoring to allow City crews to make taps. Developers contractor shall be responsible for all other work required to extend new service laterals to the parcels, including the installation of water meters. Water meters shall be purchased from the City.
- D. Fire hydrant markers.
- E. Televideo inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the televideo inspection is complete. Any additional fee must be paid prior to project acceptance.

Developer shall also pay all additional costs for work performed by City forces deemed by the Public Works Director necessary to complete the work under this agreement in conformance with City Standards.

4. Work; Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this agreement, perform or cause to be performed all work and/or improvements described under this agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer or Developer's Contractor shall notify the Public Works Director of the date fixed by Developer for commencement thereof so that City can provide inspection services.

5. Time Extension

Time is of the essence of this agreement. The City may extend the time for completion of the improvements hereunder under the terms of an addendum to this agreement which shall be approved by the City Manager. Any such extension may be granted without notice to the Developer's Contractor's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure the faithful performance of this agreement. The City Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer and Developer's Contractor to an extension.

6. Record Drawings and Certifications

Prior to acceptance of the project improvements, the Developer shall have installed and in place all survey monuments as shown on the Map and provided record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

7. Permits; Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of such improvements, give all necessary notices and pay all fees and taxes required by law.

8. Superintendence by Developer

Developer and Developer's Contractor shall give personal superintendence to the work on said improvement, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the work at all times during progress, with authority to act for Developer.

9. Inspection by City

Developer shall at all times maintain proper facilities and provide safe access for inspection by City to all parts of the work. Inspections will be provided during normal working hours. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

10. Contract Security

Concurrently with the execution hereof, Developer's Contractor shall furnish Improvement Security of at least 100% of the estimated cost of public improvements plus engineering costs of surveying, record drawings and certifications as security for the faithful performance of this agreement; and an amount equal to at least 50% of the above costs as security for the payment of all persons performing labor and furnishing materials in connection with this agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance \$43,240.00
Labor and Materials \$21,620.00

11. Warranty Security

Prior to acceptance of the project improvements by the City, Developer's Contractor shall furnish Warranty Security of at least 10% of the total cost of the public improvements as security for repair or replacement of defective work under Paragraph 16 following. The warranty period shall be two (2) years following the date of acceptance of the improvements. If any portion of the project receives partial acceptance during the course of construction, the warranty period for all required project improvements shall commence upon the date of final acceptance for the entire project.

12. Hold-Harmless Agreement

Developer and Developer's Contractor hereby agree to, and shall, hold City, its elective and appointive boards, commissions, officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from Developer's and Developer's Contractor's or subcontractors', agents' or employees' operations under this agreement, whether such operations be by Developer or Developer's Contractor or by any subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, Developer or Developer's Contractor or subcontractors. Developer and Developer's Contractor agree to, and shall, defend City and its elective and appointive boards, commissions, officers, agents and employees from any suits or actions at law or

in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations; provided as follows:

- A. That City does not, and shall not, waive any rights against Developer and/or Developer's Contractor which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by City, or the deposit with City by Developer's Contractor, of any of the insurance policies described in Paragraph 13 hereof.
- B. That the aforesaid hold-harmless agreement by Developer and Developer's Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not City has prepared, supplied or approved of, plans and/or specifications for the project, or regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

13. Developer's Insurance

Developer and/or Developer's Contractor shall not commence work under this agreement until Developer or Developer's Contractor shall have obtained all insurance required under this paragraph, nor shall Developer or Developer's Contractor allow any contractor or subcontractor to commence work on Developer's or Developer's Contractor's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

A. Compensation Insurance

Developer and Developer's Contractor shall maintain, during the life of this agreement, Worker's Compensation Insurance for all Developer's or Developer's Contractor employees employed at the site of improvement, and in case any work is sublet, Developer and Developer's Contractor shall require any contractor or subcontractor similarly to provide Worker's Compensation Insurance for all contractors' or subcontractors' employees, unless such employees are covered by the protection afforded by Developer or Developer's Contractor. Developer and Developer's Contractor hereby indemnify City for any damage resulting to it from failure of either Developer or Developer's Contractor or any subcontractor to take out or maintain such insurance.

B. Comprehensive General and Automobile Insurance

Developer's Contractor shall take out and maintain during the life of this agreement such insurance as shall insure City, its elective and appointive boards, commissions, officers, agents and employees, Developer, Developer's Contractor and any contractor or subcontractor performing work covered by this agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise on the project property, including any public streets or easements, from Developer's or Developer's Contractor's or any subcontractors' operations hereunder, whether such operations be by Developer, Developer's Contractor or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or Developer's Contractor or any subcontractor, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Bodily Injury - Each Occurrence/Aggregate

\$2,000,000 Property Damage - Each Occurrence/Aggregate
or
\$2,000,000 Combined Single Limit

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$2,000,000 Bodily Injury - Each Person
\$2,000,000 Bodily Injury - Each Occurrence
\$2,000,000 Property Damage - Each Occurrence
or
\$2,000,000 Combined Single Limit

Developer must have comprehensive automobile liability only if Developer's vehicles are used on-site.

NOTE: Developer's Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

A. Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed boards, commissions, officers, agents and employees as additional named insured insofar as work performed by the insured under written contract with the City of Lodi. This endorsement shall be on the form furnished by the City and shall be included with Developer's Contractor's policies.

B. Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the additional insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

C. Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

14. Evidence of Insurance

Developer's Contractor shall furnish City, concurrently with the execution hereof, with satisfactory evidence of the insurance required and evidence that each carrier is required to give City at least 30 days prior notice of the cancellation or reduction in coverage of any policy during the effective period of this agreement. The address of the City of Lodi must be shown on the certificate of insurance, i.e., City of Lodi, 221 West Pine Street, Lodi, CA 95240.

15. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer or Developer's Contractor shall vest absolutely in City upon completion and acceptance of such public improvements by City.

16. Repair or Reconstruction of Defective Work

If, within a period of 2 years after final acceptance by City of the work performed under this agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer or Developer's Contractor, or any of the work done under this agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this agreement plans and specifications referred to herein, Developer's Contractor and Developer's Contractor's surety shall, without delay and without cost to City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer's Contractor or Developer's Contractor's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer or Developer's Contractor can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer or Developer's Contractor shall pay to City the actual cost of such repairs plus 15% for administration and overhead costs.

17. Repair or Replacement of City-owned Bypass Meter Assemblies

The Developer and/or Developer's Contractor are required by the City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. The City will supply these assemblies upon receipt of a deposit in the amount of \$5,000.00 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses", a copy of which is attached hereto and made a part hereof.

18. Mud, Debris, Dust and Erosion

Developer and Developer's Contractor agree and covenant not to permit mud or other debris to be tracked from the construction site or elsewhere onto City or County streets or onto private property without express permission. Developer and Developer's Contractor further agree not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage caused to City or County streets, the Developer or Developer's Contractor shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, the City shall cause the same to be removed or repaired and the Developer or Developer's Contractor shall be charged for the cost of said removal or repairs.

The Developer, Developer's Contractor and/or their agents shall be responsible so no dust or erosion problems are created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's and Developer's Contractor's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by the City of the work performed under this agreement.

If a dust or erosion problem arises during development or within a period of two years from the date of final acceptance by the City of the work performed under this agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas

facilities, and has not, after notice, been abated by Developer or Developer's Contractor within a specified period of time, the City shall cause the same to be controlled, and the Developer or Developer's Contractor shall be charged with the cost of said control.

19. Fire Protection During Construction

Fire protection facilities approved by the Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City fire code prior to and during the time of building construction. The above may be modified when alternate methods of protection approved by the Fire Chief are provided.

20. Protection of Existing Improvements

Damage to any existing improvements or private or public utility lines installed or being installed which damage occurs during the onsite and offsite construction required of Developer shall be the absolute responsibility and liability of Developer. In other words, it shall be the Developer's responsibility to pay for damage to existing improvements and public or private utilities within the development. Damage to any existing facilities outside the limits of the project damaged as part of the construction of the required project improvements is also the Developer's responsibility.

21. Dwelling Occupancy

The City will not allow occupancy of any building or structure within the project until all public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of the City codes have been met. If building is started prior to acceptance of the improvements, it is the Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said public improvements are so accepted.

22. Developer and Developer's Contractor Not Agent of City

Neither Developer, Developer's Contractor nor any of their agents or contractors are or shall be considered to be agents of City in connection with the performance of Developer's and Developer's Contractor's obligations under this agreement.

23. Notice of Breach and Default

If Developer or Developer's Contractor refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the Developer or Developer's Contractor should be adjudged bankrupt, or Developer or Developer's Contractor should make a general assignment for the benefit of Developer's or Developer's Contractor's creditors, or if a receiver should be appointed in the event of Developer's or Developer's Contractor's insolvency, or if Developer or Developer's Contractor or any of their contractors, subcontractors, agents or employees, should violate any of the provisions of this agreement, the Public Works Director or City Council may serve written notice upon Developer's Contractor and Developer's Contractor's surety of breach of this agreement, or any portion thereof, and the default of Developer or Developer's Contractor.

24. Breach of Agreement; Performance by Surety or City

In the event of any such notice, Developer's Contractor's surety shall have the duty to take over and complete the work and the improvements herein specified; provided however, that if the surety, within five days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of the contract, and does not commence performance thereof within 5 days after notice to

City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer and Developer's Contractor, and Developer's Contractor's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer and/or Developer's Contractor as may be on the site of the work and necessary therefor.

25. Notices

All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:

F. Wally Sandelin
Public Works Director
221 West Pine Street
P. O. Box 3006
Lodi, CA 95241-1910

Notices required to be given to Developer shall be addressed as follows:

Notices required to be given to Developer's Contractor shall be addressed as follows:

Notices required to be given to surety shall be addressed as follows:

Provided that either party or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

26. Execution

In Witness Whereof, Developer, Developer's Contractor and City have caused their names to be hereunto affixed and the City of Lodi has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

DEVELOPER

8-20-08
Date

Bernard C. Kooyman
BERNARD C. KOOYMAN, as Trustee of the
BERNARD C. KOOYMAN AND DONNA
KUNDERT KOOYMAN REVOCABLE LIVING
TRUST

Donna K. Kooyman
DONNA K. KOOYMAN, as Trustee of the
BERNARD C. KOOYMAN AND DONNA
KUNDERT KOOYMAN REVOCABLE LIVING
TRUST

DEVELOPER'S CONTRACTOR

By: [Signature]
DIEDE CONSTRUCTION, INC

(CORPORATE SEAL)

CITY OF LODI. A MUNICIPAL CORPORATION

By: _____
Blair King, City Manager

Date

ATTEST:

Randi Johl, City Clerk

Date

APPROVED AS TO FORM:

D. Stephen Schwabauer, City Attorney

BILLING SCHEDULE

Development: 2 E. Tokay Street
 Developer: Bernard Kooyman
 Engineer: Dillon and Murphy
 Date: 8/6/08

Gross Acreage: 0.49
 No. of Units: n/a

				DEVELOPER	
				COST	CREDITS
<u>ENGINEERING</u>					
Plan Check Fee	(5.0% of	\$43,240)	(1001.6121)	\$ 2,162.00	
Inspection Fee	(4.0% of	\$43,240)	(1001.6104)	\$ 1,729.60	
Plan Check Fee Paid			(1001.6121)		\$ 1,724.25
Improvement Agreement			(1001.6121)	\$ 1,700.00	\$
ENGINEERING SUBTOTAL				\$ 5,591.60	\$ 1,724.25
<u>STREET SYSTEM</u>					
Fees:					
Charges for work by City Forces:					
Seal Coat		(1001.5411.4)	660 SF @ \$	0.05	\$33.00
STREETSYSTEMSUBTOTAL				\$33.00	\$0.00
<u>SEWER SYSTEM</u>					
Fees:					
Charges for Work by City Forces:					
Ties to Existing System by City					
4" Wastewater Service Tap Only		(1701.6525)	2 EA @ \$	951.44	1,902.88
TV Inspection		(1701.6525)	76 LF @ \$	1.50	114.00
SEWER SYSTEM SUBTOTAL				\$1,902.88	\$0.00
<u>WATER SYSTEM</u>					
Fees:					
Charges for work by City Forces: (1801.6522)					
Ties to Existing System by City					
1.5" Water Service Tap Only			Lump Sum \$	1,304.19	1,304.19
2" Water Service Tap Only			Lump Sum \$	1,240.98	1,240.98
Service Abandonment (2" & under)			1 EA @ \$	900.00	900.00
Water Services by City:					
1½" Meter only			3 EA @ \$	585.00	1,755.00
WATER SYSTEM SUBTOTAL				\$5,200.17	\$0.00

					DEVELOPER COST	CREDITS
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STORM DRAIN SYSTEM

Fees:

Charges for Work by City Forces:

TV Inspection	(1701.6525)	20	LF @ \$	1.50	30.00	
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STORM DRAIN SYSTEM SUBTOTAL					\$30.00	\$0.00
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ELECTRICAL SYSTEM

To be billed separately by Electric Utility Department

TOTAL AMOUNT OF BILLING SCHEDULE					\$12,757.65	\$1,724.25
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NET AMOUNT TO BE PAID BY DEVELOPER TO CITY PRIOR TO PROJECT APPROVAL					\$11,033.40	
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Development: 2 E. Tokay Street

Acres: 0.49
Date: 8/6/08

TOTAL COST OF PROJECT IMPROVEMENTS					A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER			
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total	
Street System										
1	Roadway Excavation	27	CY	21.00	567.00	27	567.00		0.00	
2	Compact Original Ground (0.50')	660	SF	0.20	132.00	660	132.00		0.00	
3	Compact Native Material (0.50')	660	SF	0.30	198.00	660	198.00		0.00	
4	Asphalt Concrete, Type B (0.60')	660	SF	2.10	1,386.00	660	1,386.00		0.00	
5	Asphalt Overlay (0.15')	610	SF	0.80	488.00	610	488.00		0.00	
6	Grind	610	SF	0.20	122.00	610	122.00		0.00	
7	Vertical Curb, Gutter and Sidewalk (7')	41	LF	36.00	1,476.00	41	1,476.00		0.00	
8	Curb Return, including Handicap Ramp	1	EA	2,567.00	2,567.00	1	2,567.00		0.00	
9	Concrete Subgrade Compaction	1,055	SF	3.00	3,165.00	1,055	3,165.00		0.00	
10	Commercial Driveway (9' wide)	1	EA	1,500.00	1,500.00	1	1,500.00		0.00	
11	Commercial Driveway (18' wide)	1	EA	2,000.00	2,000.00	1	2,000.00		0.00	
12	Commercial Driveway with Ramps (25' wide)	1	EA	4,000.00	4,000.00	1	4,000.00		0.00	
13	Commercial Driveway with Ramps (38' wide)	1	EA	6,000.00	6,000.00	1	6,000.00		0.00	
14	Relocate Utilities (Power Pole)	1	EA	5,000.00	5,000.00	1	5,000.00		0.00	
15	Tree Installation	3	EA	205.00	615.00	3	615.00		0.00	
16	Relocate Existing Sign	2	EA	500.00	1,000.00	2	1,000.00		0.00	
17	Traffic Striping	1	EA	500.00	500.00	1	500.00		0.00	
				Subtotal	\$30,716.00	Subtotal	\$30,716.00	Subtotal Street System	\$0.00	
								10% Engineering & Administration	0.00	
								Total Street System	\$0.00	
Storm Drain System										
18	12" Storm Drain Pipe (RCP)	20	LF	36.00	720.00	20	720.00		0.00	
19	48" Storm Drain Manhole	1	EA	3,080.00	3,080.00	1	3,080.00		0.00	
				Subtotal	\$3,800.00	Subtotal	\$3,800.00	Subtotal Storm Drain System	\$0.00	
								10% Engineering & Administration	0.00	
								Total Storm Drain System	\$0.00	
Sanitary Sewer System										
20	Sanitary Service with Cleanout	2	EA	565.00	1,130.00	2	1,130.00		0.00	
				Subtotal	\$1,130.00	Subtotal	\$1,130.00	Subtotal Sanitary Sewer System	\$0.00	
								10% Engineering & Administration	0.00	
								Total Sanitary Sewer System	\$0.00	
Water System										
21	1 1/2" Water Service w/Meter Box	3	EA	873.00	2,619.00	3	2,619.00		0.00	
				Subtotal	\$2,619.00	Subtotal	\$2,619.00	Subtotal Water System	\$0.00	
								10% Engineering & Administration	0.00	
								Total Water System	\$0.00	
				Total	\$38,265.00	Total	\$38,265.00			
Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)							\$38,265.00			
Contingencies (10% of Construction Costs)							\$3,826.50			
Construction Engineering & Staking @ 3% ±							\$1,148.50			
As-built Plans & Certifications										
TOTAL COST FOR ENGINEERING FEE CALCULATION							A. Total	\$43,240.00	B. Total	\$0.00

TOTAL IMPROVEMENT SECURITY AMOUNTS:

Faithful Performance: 100% of A, B & C \$43,240.00
 Labor & Materials: 50% of A & B \$21,620.00



CITY OF LODI

PUBLIC WORKS DEPARTMENT

POLICIES AND PROCEDURES

WATER - 7

METERING WATER USAGE OF NEW WATER
MAINS REQUIRING TEMPORARY BYPASSES

Rev. 3/15/93

1. This policy will apply to all public water mains and private water services that require a temporary bypass meter assembly (Standard Plan 409).
2. Contractors who are installing public or private water mains or fire system mains that require a temporary bypass will install a 6-inch City-owned and furnished turbine meter with double checks and butterfly valve assembly as indicated on the plans. Additional water connections shall be per Detail "B" as shown on Standard Plan 409.
3. The contractor installing water mains shall deposit with the City funds for holding equal to approximately one and one-half times the bypass meter assembly's replacement value. The deposit amount shall be revised annually. The contractor shall be responsible for paying current water rates for all water metered during the construction of the water system plus an increasing rental fee as shown on Schedule A until the bypass meter assembly is removed and returned. (Note: Water for dust control may be taken from fire hydrants upstream of the bypass meter assembly.)
4. Payment for water used must be made prior to final acceptance of the project. The bypass meter assembly deposit will be credited against or returned after payment of meter charges has been made and undamaged meter assembly has been delivered to the City. Damage requiring repair or replacement to or loss of City-owned water meter bypass assembly will result in forfeit of all or portions of deposit plus estimated water usage billing of project. (Inspector's estimate of hours utilized, times maximum volume delivered.)
5. All meters furnished will be annually certified for accuracy by the City. Any contractor wishing further certification will pay for such with a City-approved meter testing firm. Plus or minus 3% will be considered accurate. The City will make appropriate adjustments in meter charges, if warranted.


Jack L. Ronsko
Public Works Director

JLR/FF/lm

Attachments

SCHEDULE A
DAILY RENTAL AND HANDLING CHARGES

	DAYS	
First 45 days	1-45	\$ 1.00 per day
Next 15 days	46-60	\$ 2.50 per day
Every day thereafter up to 90 days	61-90	\$ 5.00 per day
After 90 days	90+	\$10.00 per day

NOTE: Counting of days shall begin when assembly is picked up at the Municipal Service Center and stop on day of return.

EXAMPLE OF COSTS FOR SUBDIVISION OF 100 LOTS

◦ Deposit for 6" bypass meter assembly (Cash, Certified Check, or Certificate of Deposit to Public Works Department)	\$5,000.00
◦ Daily rental and handling charge", 60 days First 45 days =	45.00
Next 15 days at \$2.50/day =	37.50
◦ Water Usage Fee* 100,000 cubic feet (approximately 750,000 gallons) (1040 gallons per minute X 60 minutes X 12 hours = 750,000 gallons) COST: 100,000' cubic feet X \$0.285/100 cubic feet	285.00
◦ Storm Drain Pumping Fee* 750,000 gallons X \$66.13/MG	49.60
◦ Charge for bacteriological retesting (\$15.00 per test approximately) plus collection costs per sample	<u>-0-</u> 5,417.10
	Deposit Returned <u>-5,000.00</u>
	Contractor Owes City \$ 417.10

* Billed upon return of undamaged' bypass meter assembly to the Municipal Service
Center, 1331 South Ham Lane, Lodi, California.

NOTE: All above charges subject to change

RESOLUTION NO. 2008-193

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
IMPROVEMENT AGREEMENT FOR THE PUBLIC IMPROVEMENTS AT
2 EAST TOKAY STREET

=====

WHEREAS, the project is located at 2 East Tokay Street (APN #045-320-04);
and

WHEREAS, the developer, Bernard Kooyman and Diede Construction, Inc., has furnished the City with improvement plans, necessary agreements, guarantees, and insurance for the proposed project and has paid the required improvement agreement preparation fee and other miscellaneous fees in the amount of \$12,757.65; and

WHEREAS, the improvements are being installed in conformance with the conditions of approval for a final parcel map (07-P-05) to divide the existing parcel into three parcels; and

WHEREAS, the improvements include water, wastewater, and storm drain facilities to serve the proposed parcels and street improvements along the Tokay Street and Sacramento Street frontage of the project site.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Improvement Agreement for Public Improvements at 2 East Tokay Street.

Dated: October 1, 2008

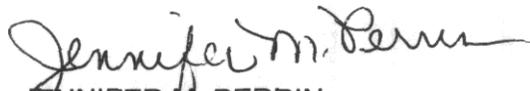
I hereby certify that Resolution No. 2008-193 was passed and adopted by the City Council of the City of Lodi in a regular meeting held October 1, 2008, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Hitchcock, Johnson, and
Katzakian

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - Mayor Mounce

ABSTAIN: COUNCIL MEMBERS - None


JENNIFER M. PERRIN
Assistant City Clerk