

CITY COUNCIL MEETING

February 3, 1982

10-4)
DOWNTOWN LODI
ASSESSMENT DISTRICT
NO. 1

Agenda item "j" - "Downtown Lodi Assessment District No. 1" was introduced by City Manager Glaves. Outlining the information before the Council and the procedure to be followed as prescribed by law was Mr. Timothy J. Hachman, Attorney-at-law, of Blewett, Garretson and Hachman. A proposed Agreement with Quad Engineering, Inc. was presented for Council's perusal. A lengthy discussion followed regarding Quad's tasks under the proposed agreement, the City's responsibilities, and the compensation to Quad under the proposed agreement.

A very lengthy discussion followed with questions being directed to Staff, Mr. Hachman and representatives of Quad Engineering, Inc. The improvement plans for downtown traffic circulation; specifically one-way streets on Oak and Walnut Street in the City of Lodi was discussed at length.

On motion of Councilman Pinkerton, Murphy Second, Council adopted Resolution No. 82-13, - Resolution determining Compliance with Division 4 of the Street and Highway Code, and determining to undertake proceedings pursuant to Special Assessment and Assessment Bond Acts for the acquisition and/or construction of improvements without further proceedings under said Division 4 of the Streets and Highways Code.

On motion of Mayor Pro Tempore Murphy, Pinkerton second, Council approved the Agreement with Quad Engineering, Inc. to perform the required engineering and assessment tasks associated with this project, and authorized the Mayor and City Clerk to execute the Agreement on behalf of the City.

Page 4

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1982, by and between the CITY OF LODI, a municipal corporation, hereinafter referred to as "City", and QUAD ENGINEERING, INC., a corporation, hereinafter referred to as "QUAD".

WITNESSETH:

WHEREAS, City desires to implement through assessment district proceedings, a plan for the construction of on-street improvements in the central area of said City, generally described as the area bounded by Lodi Avenue, Church Street, Locust Street, and Sacramento Street; and

WHEREAS, in order to proceed with such plan implementation in a reasonable amount of time, to avoid the hiring of additional full-time staff, to supplement the work of the city staff, and to prepare the plans, specifications, engineer's report, estimates, and tentative assessment spreads required under Assessment District proceedings, the City Council has selected QUAD's proposal to perform the required engineering and assessment tasks associated with such procedures; and

WHEREAS, QUAD is a corporation of engineering and planning consultants with firm principals, planners, engineers, surveyors, architect, and supporting staff having the necessary experience and qualifications to perform the specific tasks hereinafter agreed to be performed;

NOW, THEREFORE, in view of the covenants, considerations and terms expressed in this agreement, City and QUAD do hereby mutually agree as follows:

I

Services to be Performed by QUAD

The services to be performed by QUAD include those engineering and assessment services required in connection with implementation of the on-street improvements in the central area of Lodi in general accord with Phase One, Alternate C, of the Lodi Downtown Development Plan submitted to the City of Lodi by QUAD in August 1980. The work is to be accomplished under the provisions of the Municipal Improvement Act of 1913 as set forth in the State of California Streets and Highways Code. The services required are:

1. Design Engineering Services

- A. Preparation of detailed plans and specifications for landscaped islands and their landscaping, diagonal parking stalls, necessary curb and sidewalk replacement, signs, handicapped access ramps, street painting and signing, traffic control devices, street lighting, and drainage modifications. The plans and specifications will conform to all state and local requirements. One original set of plans and technical specifications shall be furnished to and retained by the City.
- B. Detailed estimates of bid quantities and costs.
- C. Assistance in securing bids and in the analysis of the bids.
- D. Assistance in letting the contracts.
- E. General supervision only during construction; assistance in the correct interpretation of plans and specifications.
- F. Review of quantities and assistance in preparation of change orders and of monthly progress estimates for payment to contractors.

2. Field Engineering Services

- A. Field engineering surveys to determine topography and location of physical factors in connection with the design work to be performed under Paragraph 1A hereinabove. Surveys to be based on controls furnished by the City of Lodi.

3. Assessment Proceedings

- A. Preparation of the boundary maps.
- B. Preparation of the report required under Section 10204, Streets and Highways Code.
- C. Review of written protests submitted at the public hearing to determine the percentage of ownership represented by the signatures.
- D. Attendance at the public hearing.

- E. Assistance to the legal counsel in the preparation of the required documents.
- F. Preparation of the assessment diagram.
- G. Spreading of the assessment in accordance with the requirements of the Act.
- H. Preparation of the assessment roll.

4. Services Not Included

The following services are specifically excluded:

- A. Legal services.
- B. Preparation and printing of bonds.
- C. Construction staking and detailed inspection during construction to insure compliance with the plans and specifications, both of which are to be provided by the City of Lodi.
- D. Redesign of traffic signals both to accomplish the required minimum changes essential to this project and to modernize and refurbish the traffic signal system within the project area; such redesign is to be provided by the City of Lodi and is to be incorporated in the project construction documents to be prepared by QUAD.
- E. Design for any repaving of streets or replacement of City utilities, sidewalks, or curb and gutter not required for project implementation; QUAD will, however, be responsible for coordination of such City design with the project design.
- F. Securing bids including preparation and printing of contract documents except as described in Paragraph 1A hereinabove.

The plans and specifications described in Paragraph I-1A hereinabove shall be submitted to the City for review, and QUAD shall revise, correct, add or delete in accordance with the City's, and any advisory committee appointed by the City's recommendations, prior to submission in final form, to the end that the City is reasonably satisfied with the contents and quality of such products. The approved final form of the plans and specifications shall be considered evidence of Task I-1A completion for fee payment purposes, in accord with the payment schedule outlined in Section III hereof.

QUAD shall complete the Tasks I-1A and I-1B specified in this agreement within 100 days of the date of City execution of this Agreement, and shall complete Tasks I-1C and I-3A through I-3C, in timely fashion in full cooperation with project legal counsel as required to meet and conform to statutory and scheduled 1913 Act Tasks, and all work required under this Agreement unless extended by the City as a result of unforeseen delays in construction contract award or completion shall be completed within 365 days of the date of City execution of this Agreement.

II

The City's Responsibilities

A. Representatives of the City. The City Council hereby designates the City Manager or his authorized representatives, to act for the City in all matters pertaining to the performance of this Agreement and to act as the project coordinator. All requirements of the City pertaining to the services to be rendered under this Agreement shall be given through said representatives of the City. QUAD shall consult said representative (City staff) on all matters relating to this Agreement. Said City staff shall fully cooperate with QUAD and work with the principals, planners, engineers, and staff of QUAD in the performance of each Task of the project, in accordance with the recitals of this Agreement.

B. Furnishing Basic Information. The City shall furnish QUAD all basic data and maps, in possession of staff, as required for the performance of the Agreement.

C. Further City Responsibilities. The further, and specific, responsibilities of the City are outlined in Section I-4C, I-4D, I-4E, and I-4F hereinabove.

III

Compensation to QUAD

A. Basis for Payment. Except as otherwise stated herein, the basis for payment to QUAD shall be the certification by the City's representative that the work specified herein has been satisfactorily completed. The fees shall be:

1. Design Engineering Services. The fee for design engineering services outlined in Paragraph I-1A hereinabove shall be 7.00% of the lowest bid price for all of the QUAD designed construction contract items.

2. Field Engineering Services. The fee for the field engineering services outlined in Paragraph I-2A

hereinabove shall be 1.50% of the lowest bid price for all of the designed construction contract items.

3. Preliminary Assessment Services. The fee for the preparation of the boundary maps, the report, assistance to legal counsel, and the assessment diagram as outlined in Paragraphs I-3A, I-3B, I-3E, and I-3F hereinabove shall be 1.50% of the net construction cost.

4. Final Assessment Services. The fee for reviewing written protests, attendance at the hearing, spreading the assessment and preparing the roll as outlined in Paragraphs I-3C, I-3D, I-3G, and I-3H hereinabove shall be 2.0% of the net construction cost.

B. Payment of Fees

1. Payment from Assessment District Revenues. Immediately upon the availability of funds from the assessment district, QUAD shall be paid ninety (90) percent of the design engineering fees and one hundred (100) percent of all other fees.

2. Should the assessment district be terminated by action of the City, or should action of the City or the City's failure to act, or legal action initiated by others, cause delay of the assessment proceedings, causing confirmation of the assessment to be delayed more than thirty (30) days after the first scheduled hearing, or should such hearing be delayed for more than ninety (90) days after QUAD's completion of Tasks I-1A and I-1B as described hereinabove, or should any cause result in non-availability of assessment district funds within such ninety-day (90-day) period, QUAD shall be immediately paid by the City the amounts described in Paragraph III-B1.

C. Termination

This contract may be terminated by either party upon giving the other party thirty (30) days' written notice of termination.

In the event the proposed improvement project is terminated prior to completion of the design engineering or prior to the 1913 Act-required public hearing, the City shall pay for the time actually spent on the work at the hourly rates shown in Attachment A hereto. The City shall have the right to audit QUAD's records to verify the accuracy of the billing under this provision. In no case shall this billing exceed ninety (90) percent of the total project fees payable under Paragraph III-B of this Agreement. If bids have not been received at the time of termination, a preliminary estimated construction cost of \$462,600, minus the cost of

project-related traffic signal changes as estimated by City, shall be used as a basis for calculation of the ninety (90) percent limitation.

D. Reports, Documents, Reproduction

The payments described in Paragraph III-B shall be deemed to include full compensation for the delivery to the City of the original of all plans and specifications.

E. Additional Related Work

It is agreed that QUAD may be called upon by the City to perform some additional work which is related to, but not included in, any of the work set forth in this Agreement. Upon a determination by the City that such services are essential to the project or its effectuation, and specification in detail of said services, and specific written approval of such additional work by the City, upon completion of said approved work and certification of completion thereof the City shall compensate QUAD in accordance with Appendix A hereto. The City shall not approve such extra work unless the money to pay for same is available for payment therefor.

IV

Status of QUAD

It is the intention of each of the parties hereto that the relationship created between them by this Agreement is that of independent contractor, and the principals and employees of QUAD shall never be deemed to be employees of the City. As such independent contractor, they shall not be entitled to workers' compensation insurance coverage by the City, or any of the benefits of sick leave, vacation, health insurance, service credit, retirement rights, civil service status, or any other benefits accruing to employees by virtue of City employment.

V

Workers' Compensation Insurance

QUAD shall secure the payment of workers' compensation through insurance against liability to pay such compensation to its employees in one or more insurers duly authorized to write compensation insurance in this State.

VI

Insurance

A. Public Liability Insurance

QUAD shall carry, at its own cost and expense, the following insurance.

1. Public liability insurance in the sum of not less than \$300,000 for injuries to one person and \$500,000 for injuries to more than one person in one accident.

2. Property damage insurance in the sum of not less than \$100,000.

B. City Additional Insured

QUAD agrees to carry the City as an additional insured on such insurance coverage. Failure to keep such insurance coverage in full force and effect shall automatically render this Agreement null and void.

VII

No Assignment Without Consent

Neither the City nor QUAD shall assign or transfer its interest in this agreement nor any part thereof, without the written consent of the other party.

VIII

Non-Modification

It is understood that no verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations of this Agreement.

IX

Notice

Notice shall be deemed given and sufficient under this Agreement by providing said notice in writing to: City Manager, City of Lodi, 221 W. Pine Street, Lodi, California 95240; to Public Works Director, 221 W. Pine Street, Lodi, California 95240; and to QUAD Engineering, Inc., P. O. Box 3699, Visalia, California 93278.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year hereinabove written.

CITY OF LODI, a municipal
corporation

By _____

Attest:

City Clerk

QUAD ENGINEERING, INC.

By _____

QUAD CONSULTANTS - QUAD ENGINEERING
FEE SCHEDULE
EFFECTIVE JANUARY 1, 1982

FEES

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. (The hourly pay rate is the annual employee salary divided by 2,080 hours.) Fee schedules for the various billing categories are:

<u>CLASSIFICATION</u>	<u>FEE SCHEDULE*</u> <u>(Charges per hour)</u>
Clerical	\$15
Stenographer	22
Administrative Assistant	23
Draftsman	20
Senior Draftsman	25
Senior Technician	25
Technician	16
Licensed Land Surveyor	30
Environmental Analyst	24
Associate Planner	29
Civil Designer	27
Associate Civil Engineer	33
Registered Civil Engineer	40
Licensed Architect	35
Senior Planner II	47
Senior Planner I	42
Senior Civil Engineer	47
Senior Administrative Analyst	47
Principal Planner	68
Principal Engineer	68
Two-Man Survey Crew	75
Three-Man Survey Crew	105

DIRECT CHARGES

At cost plus fifteen percent:

- Transportation and per-diem expenses (auto mileage, \$0.45/mile)
- Communication expenses (telephone, parcel post, etc.)
- Printing and reproduction
- Computer rental and related expenses (engineering computer time, \$12/hr.)
- Equipment purchases and rentals
- Subcontractors
- Laboratory analyses

At specified rate plus ten percent:

- Special equipment and instrument usage

*Subject to change as a result of the impact of inflation on salaries and fringe benefit costs, as well as changes in governmental legislation; clients will be notified of such changes as they are required.

RESOLUTION NO. 82-___

BEFORE THE CITY COUNCIL OF THE CITY OF
LODI, CALIFORNIA

DOWNTOWN LODI ASSESSMENT DISTRICT NO. 1

A RESOLUTION APPOINTING ENGINEERS AND ATTORNEYS

RESOLVED, by the City Council of the City of Lodi,
California, that

WHEREAS, said Council intends to undertake assessment
proceedings for the acquisition and/or construction of improvements
in the City of Lodi, California; and

WHEREAS, the public interest and general welfare will be
served by appointing and employing engineers and attorneys for the
preparation and conduct of said proceedings and work in connection
with said improvements;

NOW, THEREFORE, IT IS ORDERED as follows:

1. That QUAD CONSULTANTS, Civil Engineers, Visalia,
California, be, and it is hereby appointed as Engineer of Work and
is employed to do and perform all engineering work necessary in and
for said proceedings, and that its compensation be assessed as an
incidental expense of said proceedings. Said compensation is hereby
fixed as specified in the agreement therefor on file in the office
of the City Clerk, to which reference is hereby made for further
particulars. Said services shall include the following:

(a) Preparation of the report to the City Council, making
all surveys necessary to prepare plans and specifications, preparation
of plans and specifications, assisting in calling for bids, ...
coordination of construction contract, preparation of assessment
diagram and assessment roll, setting of necessary controls and
grade and alignment stakes, and cost of as-built plans.

(b) All other engineering services necessary in and for said proceedings as determined by the Department of Public Works and said Engineer of Work.

2. That BLEWETT, GARRETSON & HACHMAN, A Professional Corporation, Stockton, California, be and it is hereby appointed and employed to do and perform all legal services required in the conduct of said proceedings, including the preparation of all papers not required to be prepared by the Engineer (exclusive of printing, mailing and publication of notices), examining and approving the engineering documents, and advising the Engineer in the preparation of his work, advising all City officials on all matters relating thereto when called upon, and furnishing its legal opinion on the validity of said proceedings and bonds, and that its compensation be, and it is hereby fixed at three percent (3%) of the assessments levied, together with reasonable fees for any services rendered in acquiring easements or in eminent domain or other suits, to be assessed as an incidental expense of said proceedings.

DATED: February 3, 1982.

I, ALICE M. REIMCHE, City Clerk of the City of Lodi, do hereby certify that Resolution No. 82-___ was passed and adopted at a regular meeting of the City Council of the City of Lodi, held February 3, 1982, by the following vote:

AYES: Councilmen:

NOES: Councilmen:

ABSENT: Councilmen:

ABSTENTIONS: Councilmen:

ALICE M. REIMCHE



5801 HILLSDALE / POST OFFICE BOX 3699 / VISALIA, CALIFORNIA 93278 / (209) 625-1244

February 9, 1982

Mr. Ron Stein, City Attorney
City of Lodi
221 West Pine Street
Lodi, California 95240

Dear Ron:

My staff has pointed out to me that in the first draft contract which I submitted to you I made no provision for payment to QUAD of the final 10 percent of the amounts due.

This rather major oversight might be corrected by inserting a new Paragraph 2 in Section III.B., Payment of Fees, to wit:

2. Payment of the remaining ten (10) percent of design engineering fees, as referenced in Paragraph 1 of this section, shall be made by the City to QUAD upon completion of project construction, as signified by City Council acceptance of a notice of completion of the construction contract.

The existing Paragraph B.2. would then become Paragraph B.3.

Another minor change we would like to make is in Section III.A, Basis for Payment. On the second line of Paragraph 1, please add the words (in Paragraph 1-1A) "through 1-1F".

I see no other problems with the contract draft which you have forwarded to us.

Sincerely,


Harry A. Tow

HAT:pcp

*Thank you
for your
help at
the Council
meeting!*

Press
Copies

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1982, by and between the CITY OF LODI, a municipal corporation, hereinafter referred to as "City", and QUAD ENGINEERING, INC., a corporation, hereinafter referred to as "QUAD".

WITNESSETH:

WHEREAS, City desires to implement through assessment district proceedings, a plan for the construction of on-street improvements in the central area of said City, generally described as the area bounded by Lodi Avenue, Church Street, Locust Street, and Sacramento Street; and

WHEREAS, in order to proceed with such plan implementation in a reasonable amount of time, to avoid the hiring of additional full-time staff, to supplement the work of the city staff, and to prepare the plans, specifications, engineer's report, estimates, and tentative assessment spreads required under Assessment District proceedings, the City Council has selected QUAD's proposal to perform the required engineering and assessment tasks associated with such procedures; and

WHEREAS, QUAD is a corporation of engineering and planning consultants with firm principals, planners, engineers, surveyors, architect, and supporting staff having the necessary experience and qualifications to perform the specific tasks hereinafter agreed to be performed;

NOW, THEREFORE, in view of the covenants, considerations and terms expressed in this agreement, City and QUAD do hereby mutually agree as follows:

I

Services to be Performed by QUAD

The services to be performed by QUAD include those engineering and assessment services required in connection with implementation of the on-street improvements in the central area of Lodi in general accord with Phase One, Alternate C, of the Lodi Downtown Development Plan submitted to the City of Lodi by QUAD in August 1980. The work is to be accomplished under the provisions of the Municipal Improvement Act of 1913 as set forth in the State of California Streets and Highways Code. The services required are:

1. Design Engineering Services

- A. Preparation of detailed plans and specifications for landscaped islands and their landscaping, diagonal parking stalls, necessary curb and sidewalk replacement, signs, handicapped access ramps, street painting and signing, traffic control devices, street lighting, and drainage modifications. The plans and specifications will conform to all state and local requirements. One original set of plans and technical specifications shall be furnished to and retained by the City.
- B. Detailed estimates of bid quantities and costs.
- C. Assistance in securing bids and in the analysis of the bids.
- D. Assistance in letting the contracts.
- E. General supervision only during construction; assistance in the correct interpretation of plans and specifications.
- F. Review of quantities and assistance in preparation of change orders and of monthly progress estimates for payment to contractors.

2. Field Engineering Services

- A. Field engineering surveys to determine topography and location of physical factors in connection with the design work to be performed under Paragraph 1A hereinabove. Surveys to be based on controls furnished by the City of Lodi.

3. Assessment Proceedings

- A. Preparation of the boundary maps.
- B. Preparation of the report required under Section 10204, Streets and Highways Code.
- C. Review of written protests submitted at the public hearing to determine the percentage of ownership represented by the signatures.
- D. Attendance at the public hearing.

- E. Assistance to the legal counsel in the preparation of the required documents.
- F. Preparation of the assessment diagram.
- G. Spreading of the assessment in accordance with the requirements of the Act.
- H. Preparation of the assessment roll.

4. Services Not Included

The following services are specifically excluded:

- A. Legal services.
- B. Preparation and printing of bonds.
- C. Construction staking and detailed inspection during construction to insure compliance with the plans and specifications, both of which are to be provided by the City of Lodi.
- D. Redesign of traffic signals both to accomplish the required minimum changes essential to this project and to modernize and refurbish the traffic signal system within the project area; such redesign is to be provided by the City of Lodi and is to be incorporated in the project construction documents to be prepared by QUAD.
- E. Design for any repaving of streets or replacement of City utilities, sidewalks, or curb and gutter not required for project implementation; QUAD will, however, be responsible for coordination of such City design with the project design.
- F. Securing bids including preparation and printing of contract documents except as described in Paragraph 1A hereinabove.

The plans and specifications described in Paragraph I-1A hereinabove shall be submitted to the City for review, and QUAD shall revise, correct, add or delete in accordance with the City's, and any advisory committee appointed by the City's recommendations, prior to submission in final form, to the end that the City is reasonably satisfied with the contents and quality of such products. The approved final form of the plans and specifications shall be considered evidence of Task I-1A completion for fee payment purposes, in accord with the payment schedule outlined in Section III hereof.

QUAD shall complete the Tasks I-1A and I-1B specified in this agreement within 100 days of the date of City execution of this Agreement, and shall complete Tasks I-1C and I-3A through I-3C, in timely fashion in full cooperation with project legal counsel as required to meet and conform to statutory and scheduled 1913 Act Tasks, and all work required under this Agreement unless extended by the City as a result of unforeseen delays in construction contract award or completion shall be completed within 365 days of the date of City execution of this Agreement.

II

The City's Responsibilities

A. Representatives of the City. The City Council hereby designates the City Manager or his authorized representatives, to act for the City in all matters pertaining to the performance of this Agreement and to act as the project coordinator. All requirements of the City pertaining to the services to be rendered under this Agreement shall be given through said representatives of the City. QUAD shall consult said representative (City staff) on all matters relating to this Agreement. Said City staff shall fully cooperate with QUAD and work with the principals, planners, engineers, and staff of QUAD in the performance of each Task of the project, in accordance with the recitals of this Agreement.

B. Furnishing Basic Information. The City shall furnish QUAD all basic data and maps, in possession of staff, as required for the performance of the Agreement.

C. Further City Responsibilities. The further, and specific, responsibilities of the City are outlined in Section I-4C, I-4D, I-4E, and I-4F hereinabove.

III

Compensation to QUAD

A. Basis for Payment. Except as otherwise stated herein, the basis for payment to QUAD shall be the certification by the City's representative that the work specified herein has been satisfactorily completed. The fees shall be:

1. Design Engineering Services. The fee for design engineering services outlined in Paragraph I-1A hereinabove shall be 7.00% of the lowest bid price for all of the QUAD designed construction contract items.

2. Field Engineering Services. The fee for the field engineering services outlined in Paragraph I-2A

hereinabove shall be 1.50% of the lowest bid price for all of the designed construction contract items.

3. Preliminary Assessment Services. The fee for the preparation of the boundary maps, the report, assistance to legal counsel, and the assessment diagram as outlined in Paragraphs I-3A, I-3B, I-3E, and I-3F hereinabove shall be 1.50% of the net construction cost.

4. Final Assessment Services. The fee for reviewing written protests, attendance at the hearing, spreading the assessment and preparing the roll as outlined in Paragraphs I-3C, I-3D, I-3G, and I-3H hereinabove shall be 2.0% of the net construction cost.

B. Payment of Fees

1. Payment from Assessment District Revenues. Immediately upon the availability of funds from the assessment district, QUAD shall be paid ninety (90) percent of the design engineering fees and one hundred (100) percent of all other fees.

2. Should the assessment district be terminated by action of the City, or should action of the City or the City's failure to act, or legal action initiated by others, cause delay of the assessment proceedings, causing confirmation of the assessment to be delayed more than thirty (30) days after the first scheduled hearing, or should such hearing be delayed for more than ninety (90) days after QUAD's completion of Tasks I-1A and I-1B as described hereinabove, or should any cause result in non-availability of assessment district funds within such ninety-day (90-day) period, QUAD shall be immediately paid by the City the amounts described in Paragraph III-B1.

C. Termination

This contract may be terminated by either party upon giving the other party thirty (30) days' written notice of termination.

In the event the proposed improvement project is terminated prior to completion of the design engineering or prior to the 1913 Act-required public hearing, the City shall pay for the time actually spent on the work at the hourly rates shown in Attachment A hereto. The City shall have the right to audit QUAD's records to verify the accuracy of the billing under this provision. In no case shall this billing exceed ninety (90) percent of the total project fees payable under Paragraph III-B of this Agreement. If bids have not been received at the time of termination, a preliminary estimated construction cost of \$462,600, minus the cost of

project-related traffic signal changes as estimated by City, shall be used as a basis for calculation of the ninety (90) percent limitation.

D. Reports, Documents, Reproduction

The payments described in Paragraph III-B shall be deemed to include full compensation for the delivery to the City of the original of all plans and specifications.

E. Additional Related Work

It is agreed that QUAD may be called upon by the City to perform some additional work which is related to, but not included in, any of the work set forth in this Agreement. Upon a determination by the City that such services are essential to the project or its effectuation, and specification in detail of said services, and specific written approval of such additional work by the City, upon completion of said approved work and certification of completion thereof the City shall compensate QUAD in accordance with Appendix A hereto. The City shall not approve such extra work unless the money to pay for same is available for payment therefor.

IV

Status of QUAD

It is the intention of each of the parties hereto that the relationship created between them by this Agreement is that of independent contractor, and the principals and employees of QUAD shall never be deemed to be employees of the City. As such independent contractor, they shall not be entitled to workers' compensation insurance coverage by the City, or any of the benefits of sick leave, vacation, health insurance, service credit, retirement rights, civil service status, or any other benefits accruing to employees by virtue of City employment.

V

Workers' Compensation Insurance

QUAD shall secure the payment of workers' compensation through insurance against liability to pay such compensation to its employees in one or more insurers duly authorized to write compensation insurance in this State.

VI

Insurance

A. Public Liability Insurance

QUAD shall carry, at its own cost and expense, the following insurance.

1. Public liability insurance in the sum of not less than \$300,000 for injuries to one person and \$500,000 for injuries to more than one person in one accident.

2. Property damage insurance in the sum of not less than \$100,000.

B. City Additional Insured

QUAD agrees to carry the City as an additional insured on such insurance coverage. Failure to keep such insurance coverage in full force and effect shall automatically render this Agreement null and void.

VII

No Assignment Without Consent

Neither the City nor QUAD shall assign or transfer its interest in this agreement nor any part thereof, without the written consent of the other party.

VIII

Non-Modification

It is understood that no verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations of this Agreement.

IX

Notice

Notice shall be deemed given and sufficient under this Agreement by providing said notice in writing to: City Manager, City of Lodi, 221 W. Pine Street, Lodi, California 95240; to Public Works Director, 221 W. Pine Street, Lodi, California 95240; and to QUAD Engineering, Inc., P. O. Box 3699, Visalia, California 93278.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year hereinabove written.

CITY OF LODI, a municipal corporation

By _____

Attest:

City Clerk

QUAD ENGINEERING, INC.

By _____

**QUAD CONSULTANTS - QUAD ENGINEERING
FEE SCHEDULE
EFFECTIVE JANUARY 1, 1982**

FEES

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. (The hourly pay rate is the annual employee salary divided by 2,080 hours.) Fee schedules for the various billing categories are:

<u>CLASSIFICATION</u>	<u>FEE SCHEDULE*</u> (Charges per hour)
Clerical	\$15
Stenographer	22
Administrative Assistant	23
Draftsman	20
Senior Draftsman	25
Senior Technician	25
Technician	16
Licensed Land Surveyor	30
Environmental Analyst	24
Associate Planner	29
Civil Designer	27
Associate Civil Engineer	33
Registered Civil Engineer	40
Licensed Architect	35
Senior Planner II	47
Senior Planner I	42
Senior Civil Engineer	47
Senior Administrative Analyst	47
Principal Planner	68
Principal Engineer	68
Two-Man Survey Crew	75
Three-Man Survey Crew	105

DIRECT CHARGES

At cost plus fifteen percent:

Transportation and per-diem expenses (auto mileage, \$0.45/mile)

Communication expenses (telephone, parcel post, etc.)

Printing and reproduction

Computer rental and related expenses (engineering computer time, \$12/hr.)

Equipment purchases and rentals

Subcontractors

Laboratory analyses

At specified rate plus ten percent:

Special equipment and instrument usage

*Subject to change as a result of the impact of inflation on salaries and fringe benefit costs, as well as changes in governmental legislation; clients will be notified of such changes as they are required.

RES

CG-106

CITY COUNCIL MEETING

FEBRUARY 3, 1982

95

Continued February 3, 1982

DOWNTOWN LODI
ASSESSMENT DISTRICT
NO. 1

Additional discussion followed regarding Quad Engineering, Inc. responsibilities under the Agreement, the City's responsibilities and the payment of fees under this agreement.

RES. NO. 82-13
RES. NO. 82-14

Councilman Hughes then moved for rescission of the action of the Council to approve the Agreement with Quad Engineering, Inc. The motion was seconded by Mayor McCarty but failed to pass.

Following additional discussion, Council, on motion of Councilman Pinkerton, Murphy second, adopted Resolution No. 82-14 appointing the Engineers and Attorneys for this project.

Following additional discussion, Council, on motion of Councilman Hughes, McCarty second, set a Special Meeting for Wednesday, February 24, 1982 for a Public Hearing to consider the improvement plans for downtown traffic circulation, specifically one-way streets on Oak and Walnut Street, in the City of Lodi. Further, the City Clerk was directed to set this matter for Council study at the February 9th Informal Informational meeting and to delay executing the agreement with Quad Engineering, Inc. until after this Special Meeting and until such time as Council directs its execution.

Pg 95

RESOLUTION NO. 82-___

BEFORE THE CITY COUNCIL OF THE CITY OF
LODI, CALIFORNIA

DOWNTOWN LODI ASSESSMENT DISTRICT NO. 1

A RESOLUTION DETERMINING COMPLIANCE WITH DIVISION
4 OF THE STREETS AND HIGHWAYS CODE, AND DETERMINING
TO UNDERTAKE PROCEEDINGS PURSUANT TO SPECIAL
ASSESSMENT AND ASSESSMENT BOND ACTS FOR THE
ACQUISITION AND/OR CONSTRUCTION OF IMPROVEMENTS
WITHOUT FURTHER PROCEEDINGS UNDER SAID DIVISION 4
OF THE STREETS AND HIGHWAYS CODE

RESOLVED, by the City Council of the City of Lodi,
California, that

WHEREAS, all of the owners of more than 60% in area of the
property subject to assessment therefor have signed and filed with
the City Clerk of this City a written petition for undertaking
proceedings pursuant to special assessment and assessment bond acts,
and to assess the costs thereof upon the properties benefited by
said improvements, and waiving proceedings under Division 4 of the
Streets and Highways Code, for the acquisition and/or construction
of improvements hereinafter more particularly described;

WHEREAS, the costs and expenses of said contemplated improve-
ments will be assessed upon the district benefited thereby, the
exterior boundaries of which are the coterminous exterior boundaries
of the composite and consolidated areas as more particularly shown on
a map thereof on file in the office of the City Clerk, to which
reference is hereby made for further particulars. Said map indicates
by a boundary line the extent of the territory included in the
proposed district and shall govern for all details as to the extent
of the assessment district;

WHEREAS, said acquisitions and/or improvements are more
particularly described as follows:

The improvement of the following streets by the construction and installation therein of:

- (a) Parking improvements and associated street landscaping and street improvement modifications, comprising the installation of diagonal parking on Oak Street and Walnut Street between Church Street and Sacramento Street, and on School Street between Lodi Avenue and Locust Street;
- (b) Traffic controls and landscaping islands on School Street between Lodi Avenue and Locust Street;
- (c) Landscaping, street furniture, and other appurtenances required to complete the installation of the above described improvements;
- (d) Modification of drainage facilities, relocation of fire hydrants, and modification of traffic signals, all as required for the installation of the foregoing parking and landscaping improvements;
- (e) The doing of all work auxiliary to any of the above and necessary to complete the improvements;
- (f) The acquisition of all lands and easements necessary for any of said work and improvements.

WHEREAS, the public interest, convenience and necessity will be served by the taking of said proceedings;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED that all of the owners of more than 60% in area of the property subject to assessment for said proposed improvements have filed with the City Clerk of this City a written petition for the acquisition and/or construction of said improvements pursuant to appropriate special assessment and assessment bond acts, without further compliance with the provisions of Division 4 of the Streets and Highways Code of the State of California.

IT IS FURTHER FOUND, DETERMINED AND ORDERED that said proceedings for the acquisition and/or construction of said improvements shall be had pursuant to the Municipal Improvement Act of 1913, and that bonds upon the unpaid assessments thereof shall be issued

pursuant to the Improvement Bond Act of 1915, and that the applicable provisions of Part 11.1 of said Act, providing an alternative procedure for the advance payment of assessments and the calling of bonds, shall apply.

IT IS FURTHER FOUND, DETERMINED, AND ORDERED that the provisions of Division 4 of the Streets and Highways Code of the State of California, be, and they are hereby, dispensed with.

DATED: February 3, 1982.

I, ALICE M. REIMCHE, City Clerk of the City of Lodi, do hereby certify that Resolution No. 82-___ was passed and adopted at a regular meeting of the City Council of the City of Lodi, held February 3, 1982, by the following vote:

AYES: Councilmen:

NOES: Councilmen:

ABSENT: Councilmen:

ABSTENTIONS: Councilmen:

ALICE M. REIMCHE

AGREEMENT NO. _____

THIS AGREEMENT, made and entered into the _____ day of _____, 1982, by and between the CITY OF LODI, a municipal corporation, hereinafter referred to as the "City", and QUAD ENGINEERING, INC., a corporation, hereinafter referred to as "QUAD".

WITNESSETH

WHEREAS, the City desires to implement through assessment district proceedings, a plan for the construction of on-street improvements in the central area of said City, generally described as the area bounded by Lodi Avenue, Church Street, Locust Street, and Sacramento Street; and

WHEREAS, in order to proceed with such plan implementation in a reasonable amount of time, to avoid the hiring of additional full-time staff, to supplement the work of the City staff, and to prepare the plans, specifications, engineer's report, estimates, and tentative assessment spreads required under Assessment District proceedings, the City Council has selected QUAD's proposal to perform the required engineering and assessment tasks associated with such procedures; and

WHEREAS, QUAD is a corporation of engineering and planning consultants with firm principals, planners, engineers, surveyors, architect, and supporting staff having the necessary experience and qualifications to perform the specific tasks hereinafter agreed to be performed.

NOW, THEREFORE, in view of the covenants, considerations and terms expressed in this agreement, the City and QUAD do hereby mutually agree as follows:

1

Services to be Performed by QUAD

The services to be performed by QUAD include those engineering and assessment services required in connection with implementation of the on-street improvements in the central area of Lodi in general accord with Phase One, Alternate C, of the Lodi Downtown Development Plan submitted to the City of Lodi by QUAD in August, 1980. The work is

1

to be accomplished under the provisions of the Municipal Improvement Act of 1913 as set forth in the State of California Streets and Highways Code. The services required are:

1. Design Engineering Services

- A. Preparation of detailed plans and specifications for landscaped islands, diagonal parking stalls, necessary curb and sidewalk replacement, signs, handicapped access ramps, street painting and signing, traffic control devices, street lighting, and drainage modifications. The plans and specifications will conform to all state and local requirements. Twenty (20) sets of plans and specifications will be furnished. All additional copies required will be furnished at actual cost of duplicating and binding.**
- B. Detailed estimates of quantities and costs.**
- C. Assistance in securing bids and in the analysis of the bids.**
- D. Assistance in letting the contracts.**
- E. General supervision during construction and assistance in the correct interpretation of the plans and specifications.**
- F. Review of quantities and assistance in preparation of monthly progress estimates for payment to contractors.**
- G. Correction of plans to show as-built conditions.**

2. Field Engineering Services

- A. Field engineering surveys to determine topography and location of physical factors in connection with the design work to be performed under Paragraph 1A hereinabove.**

3. Assessment Proceedings

- A. Preparation of the boundary maps.**
- B. Preparation of the report required under Section 10204, Streets and Highways Code.**

- C. Review of written protests submitted at the public hearing to determine the percentage of ownership represented by the signatures.
- D. Attendance at the public hearing.
- E. Assistance to the legal counsel in the preparation of the required documents.
- F. Preparation of the assessment diagram.
- G. Spreading of the assessment in accordance with the requirements of the Act.
- H. Preparation of the assessment roll.

4. Services Not Included

The following services are specifically excluded:

- A. Legal services.
- B. Preparation and printing of bonds.
- C. Construction staking and detailed inspection during construction to insure compliance with the plans and specifications, both of which are to be provided by the City of Lodi.
- D. Redesign of traffic signals both to accomplish the required minimum changes essential to this project and to modernize and refurbish the traffic signal system within the project area; such redesign is to be provided by the City of Lodi and is to be incorporated in the project construction documents to be prepared by QUAD.
- E. Design for any repairing of streets, or replacement of City utilities, sidewalks, or curb and gutter not required for project implementation; QUAD will, however, be responsible for coordination of such City design with the project design.

The plans and specifications described in Paragraph 1A hereinabove shall be submitted to the City for review, and QUAD shall revise, correct, add or delete in accordance with the City's, and any advisory committee

appointed by the City's, recommendations, prior to submission in final form, to the end that the City is reasonably satisfied with the contents and quality of such products. The approved final form of the plans and specifications shall be considered evidence of Task 1A completion for fee payment purposes, in accord with the payment schedule outlined in Section III hereof.

QUAD shall complete the Tasks 1A and 1B specified in this agreement within 90 days of the date of City execution of this Agreement, and shall complete Tasks 1C and 3A through 3C in timely fashion in full cooperation with project legal counsel as required to meet and conform to statutory and scheduled 1913 Act Tasks, and all work required under this Agreement unless extended by the City as a result of unforeseen delays in construction contract award or completion.

II

The City's Responsibilities

A. Representatives of the City. The City Council hereby designates the City Manager, or his authorized representatives, to act for the City in all matters pertaining to the performance of this Agreement and to act as the project coordinator. All requirements of the City pertaining to the services to be rendered under this Agreement shall be given through said representatives of the City. QUAD shall consult said representative (City staff) on all matters relating to this Agreement. Said City staff shall fully cooperate with QUAD and work with the principals, planners, engineers, and staff of QUAD in the performance of each Task of the project, in accordance with the recitals of this Agreement.

B. Furnishing Basic Information. The City shall furnish to QUAD all basic data and maps, in possession of staff, as required for the performance of the agreement.

C. Further City Responsibilities. The further, and specific, responsibilities of the City are outlined in Sections 1-4-C, 1-4-D, and 1-4-E hereinabove.

III

Compensation to QUAD

A. Basis for Payment. Except as otherwise stated herein, the basis for payment to QUAD shall be the certification by the City's representative that the work specified herein has been satisfactorily completed. The fees shall be:

1. **Design Engineering Services.** The fee for the design engineering services outlined in Paragraph I-A-1 hereinabove shall be 7.00% of the lowest bid price for all of the designed construction contract items, less the amount estimated by the City to have been the design cost of the portion of the traffic signal redesign necessary to accomplish the required minimum changes essential to this project, as outlined in Paragraph I-4-D hereinabove.

2. **Field Engineering Services.** The fee for the field engineering services outlined in Paragraph I-2-A hereinabove shall be 1.50% of the lowest bid price for all of the designed construction contract items.

3. **Preliminary Assessment Services.** The fee for the preparation of the boundary maps, the report, assistance to legal counsel, and the assessment diagram as outlined in Paragraphs I-3-A, I-3-B, I-3-E, and I-3-F hereinabove shall be 1.50% of the net construction cost.

4. **Final Assessment Services.** The fee for reviewing written protests, attendance at the hearing, spreading the assessment and preparing the roll as outlined in Paragraphs I-3-C, I-3-D, I-3-G, and I-3-H hereinabove shall be 2.0% of the net construction cost.

B. Payment of Fees

1. **Payment from Assessment District Revenues.** Immediately upon the availability of funds from the assessment district, QUAD shall be paid ninety (90) percent of the design engineering fees and one hundred (100) percent of all other fees.

2. Should the assessment district be terminated by action of the City, or should action of the City or the City's failure to act, or legal action, cause delay of the assessment proceedings, causing confirmation of the assessment to be delayed more than thirty (30) days before the first scheduled hearing, or delay of such hearing for more than ninety (90) days after QUAD's completion of Tasks I-1-A and I-1-B as described hereinabove, or any cause results in non-availability of assessment district

funds within such ninety-day (90-day) period, QUAD shall be immediately paid by the City the amounts described in Paragraph III-B-1.

C. Termination

This contract may be terminated by either party upon giving the other party thirty (30) days' written notice of termination.

In the event the proposed improvement project is terminated prior to completion of the design engineering or prior to the 1913 Act-required public hearing, the City shall pay for the time actually spent on the work at the hourly rates shown in Attachment A hereto. The City shall have the right to audit QUAD's records to verify the accuracy of the billing under this provision. In no case shall this billing exceed ninety (90) percent of the total project fees payable under Paragraph III-B of this agreement. If bids have not been received at the time of termination, a preliminary estimated construction cost of \$462,600 shall be used as a basis for calculation of the ninety (90) percent limitation.

D. Reports, Documents, Reproduction

The payments described in Paragraph III-B shall be deemed to include full compensation for the delivery to the City of twenty (20) copies of all plans and specifications, together with the original of each such report and document.

E. Additional Related Work

It is agreed that QUAD may be called upon by the City to perform some additional work which is related to, but not included in, any of the work set forth in this agreement. Upon a determination by the City that such services are essential to the project or its effectuation, and specific in detail of said services, and specific written approval of such additional work by the City, upon completion of said approved work and certification of completion thereof, the City shall compensate QUAD in accordance with Appendix A hereto. The City shall not approve such extra work unless the money to pay for same is available for payment therefor.

IV

Status of QUAD

It is the intention of each of the parties hereto that the relationship created between them by this agreement is that of independent contractor, and the principals and employees of QUAD shall never be deemed to be

employees of the City. As such independent contractor, they shall not be entitled to workers' compensation insurance coverage by the City, or any of the benefits of sick leave, vacation, health insurance, service credit, retirement rights, civil service status, or any other benefits accruing to employees by virtue of City employment.

V

Workers' Compensation Insurance

QUAD shall secure the payment of workers' compensation through insurance against liability to pay such compensation to its employees in one or more insurers duly authorized to write compensation insurance in this State.

VI

Insurance

A. Public Liability Insurance

QUAD shall carry, at its own cost and expense, the following insurance.

1. Public liability insurance in the sum of not less than \$100,000 for injuries to one person and \$300,000 for injuries to more than one person in one accident.
2. Property damage insurance in the sum of not less than \$50,000.

B. City Additional Insured

QUAD agrees to carry the City as an additional insured on such insurance coverage. Failure to keep such insurance coverage in full force and effect shall automatically render this agreement null and void.

VII

No Assignment Without Consent

Neither the City nor QUAD shall assign or transfer its interest in this agreement nor any part thereof, without the written consent of the other party.

VIII

Non-Modification

It is understood that no verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this agreement, shall affect or modify any of the terms or obligations of this agreement.

IX

Notice

Notice shall be deemed given and sufficient under this agreement by providing said notice in writing to: City Manager, City of Lodi, 221 W. Pine Street, Lodi, California 95240; and to QUAD Engineering, Inc., P. O. Box 3699, Visalia, California 93278.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year hereinabove written.

CITY OF LODI

By _____

QUAD ENGINEERING, INC.

By Harry A. Tow

**QUAD CONSULTANTS - QUAD ENGINEERING
FEE SCHEDULE
EFFECTIVE JANUARY 1, 1982**

FEES

Fees are based on the median hourly pay rate for employees in each classification, plus indirect costs, overhead, and profit. (The hourly pay rate is the annual employee salary divided by 2,080 hours.) Fee schedules for the various billing categories are:

<u>CLASSIFICATION</u>	<u>FEE SCHEDULE*</u> <u>(Charges per hour)</u>
Clerical	\$15
Stenographer	22
Administrative Assistant	23
Draftsman	20
Senior Draftsman	25
Senior Technician	25
Technician	16
Licensed Land Surveyor	30
Environmental Analyst	24
Associate Planner	29
Civil Designer	27
Associate Civil Engineer	33
Registered Civil Engineer	40
Licensed Architect	35
Senior Planner II	47
Senior Planner I	42
Senior Civil Engineer	47
Senior Administrative Analyst	47
Principal Planner	68
Principal Engineer	68
Two-Man Survey Crew	75
Three-Man Survey Crew	105

DIRECT CHARGES**At cost plus fifteen percent:**

- Transportation and per-diem expenses (auto mileage, \$0.45/mile)
- Communication expenses (telephone, parcel post, etc.)
- Printing and reproduction
- Computer rental and related expenses (engineering computer time, \$12/hr.)
- Equipment purchases and rentals
- Subcontractors
- Laboratory analyses

At specified rate plus ten percent:

- Special equipment and instrument usage

*Subject to change as a result of the impact of inflation on salaries and fringe benefit costs, as well as changes in governmental legislation; clients will be notified of such changes as they are required.



5601 HILLSDALE / POST OFFICE BOX 3699 / VISALIA, CALIFORNIA 93278 / (209) 733-0440

January 26, 1982

Mamie Starr
Planning Department
City of Lodi
221 West Pine Street
Lodi, CA 95240

Re: Agreement draft, downtown project engineering and assessment

Dear Mamie;

Enclosed are four signed copies of the requested draft agreement. Please review with your City Attorney, Public Works People, Walter Sanborn and/or whomever you feel appropriate.

You will note that:

- (1) Our fee has been reduced to accommodate the three (3) percent City fee for construction staking and inspection.
- (2) The agreement makes provision for the reduction of our design fee in the amount of the costs for project-associated signal design, the design procedure suggested by your Public Works staff.
- (3) The agreement provides for no progress payments from the City; QUAD will await fee payment until assessment district funding is available.

Please accept our thanks to you and the Public Works staff for your assistance in framing desired contract procedures.

Sincerely yours,


Harry Tow

HT/ea

Enc.

Follow-up

CITY COUNCIL

JAMES A. McCARTY, Mayor
ROBERT G. MURPHY, Mayor Pro Tem
RICHARD L. HUGHES
WALTER KATNICH
JAMES W. PINKERTON, Jr.

CITY OF LODI

CITY HALL, 221 WEST PINE STREET
POST OFFICE BOX 320
LODI, CALIFORNIA 95241
(209) 334-5634

HENRY A. GLAVES, Jr.
City Manager

ALICE M. REIMCHE
City Clerk

RONALD M. STEIN
City Attorney

February 5, 1982

Mr. Tim Hachman
Attorney-at-Law
141 E. Acacia
Stockton, CA

Re: Downtown Lodi Assessment District No. 1

Dear Tim:

Enclosed herewith please find certified copies of the following Resolutions which were adopted by the Lodi City Council at its regular meeting of February 3, 1982:

1. Resolution No. 82-13, "A Resolution Determining Compliance with Division 4 of the Streets and Highways Code, and Determining to Undertake Proceedings Pursuant to Special Assessment and Assessment Bond Acts for the Acquisition and/or Construction of Improvements Without Further Proceedings Under Said Division 4 of the Streets and Highways Code"
2. Resolution No. 82-14, "A Resolution Appointing Engineers and Attorneys"

Council also approved agreement with Quad Engineering, Inc., to perform the required engineering and assessment tasks associated with this project with certain conditions and authorized the Mayor and City Clerk to execute the Agreement on behalf of the City.

Council further set a Special Meeting for Wednesday, February 24, 1982 for a Public Hearing to consider parking and traffic flows in the proposed Assessment District and directed the City Clerk to also set this matter for Council study at the February 9th Informal Informational Meeting.

Downtown Lodi Assessment District No. 1
Page No. 2

Tim, it is my intention to send notice of this Special Meeting Public Hearing to all property owners within the subject area, in addition to the required legal publication.

We will forward a copy of the fully executed agreement as soon as it is available.

Very truly yours,


Alice M. Reimche
City Clerk

AR:dg

Enc.

P.S. You will be happy to know I have just placed an order for an automatic City Seal--I think that last bond issue did our 1906 model in.

RESOLUTION NO. 82-13

BEFORE THE CITY COUNCIL OF THE CITY OF
LODI, CALIFORNIA

DOWNTOWN LODI ASSESSMENT DISTRICT NO. 1

A RESOLUTION DETERMINING COMPLIANCE WITH DIVISION
4 OF THE STREETS AND HIGHWAYS CODE, AND DETERMINING
TO UNDERTAKE PROCEEDINGS PURSUANT TO SPECIAL
ASSESSMENT AND ASSESSMENT BOND ACTS FOR THE
ACQUISITION AND/OR CONSTRUCTION OF IMPROVEMENTS
WITHOUT FURTHER PROCEEDINGS UNDER SAID DIVISION 4
OF THE STREETS AND HIGHWAYS CODE

RESOLVED, by the City Council of the City of Lodi,
California, that

WHEREAS, all of the owners of more than 60% in area of the
property subject to assessment therefor have signed and filed with
the City Clerk of this City a written petition for undertaking
proceedings pursuant to special assessment and assessment bond acts,
and to assess the costs thereof upon the properties benefited by
said improvements, and waiving proceedings under Division 4 of the
Streets and Highways Code, for the acquisition and/or construction
of improvements hereinafter more particularly described;

WHEREAS, the costs and expenses of said contemplated improve-
ments will be assessed upon the district benefited thereby, the
exterior boundaries of which are the coterminous exterior boundaries
of the composite and consolidated areas as more particularly shown on
a map thereof on file in the office of the City Clerk, to which
reference is hereby made for further particulars. Said map indicates
by a boundary line the extent of the territory included in the
proposed district and shall govern for all details as to the extent
of the assessment district;

WHEREAS, said acquisitions and/or improvements are more
particularly described as follows:

The improvement of the following streets by the construction and installation therein of:

- (a) Parking improvements and associated street landscaping and street improvement modifications, comprising the installation of diagonal parking on Oak Street and Walnut Street between Church Street and Sacramento Street, and on School Street between Lodi Avenue and Locust Street;
- (b) Traffic controls and landscaping islands on School Street between Lodi Avenue and Locust Street;
- (c) Landscaping, street furniture, and other appurtenances required to complete the installation of the above described improvements;
- (d) Modification of drainage facilities, relocation of fire hydrants, and modification of traffic signals, all as required for the installation of the foregoing parking and landscaping improvements;
- (e) The doing of all work auxiliary to any of the above and necessary to complete the improvements;
- (f) The acquisition of all lands and easements necessary for any of said work and improvements.

WHEREAS, the public interest, convenience and necessity will be served by the taking of said proceedings;

NOW, THEREFORE, IT IS HEREBY FOUND, DETERMINED AND ORDERED that all of the owners of more than 60% in area of the property subject to assessment for said proposed improvements have filed with the City Clerk of this City a written petition for the acquisition and/or construction of said improvements pursuant to appropriate special assessment and assessment bond acts, without further compliance with the provisions of Division 4 of the Streets and Highways Code of the State of California.

IT IS FURTHER FOUND, DETERMINED AND ORDERED that said proceedings for the acquisition and/or construction of said improvements shall be had pursuant to the Municipal Improvement Act of 1913, and that bonds upon the unpaid assessments thereof shall be issued

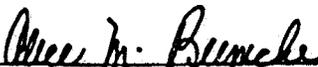
pursuant to the Improvement Bond Act of 1915, and that the applicable provisions of Part 11.1 of said Act, providing an alternative procedure for the advance payment of assessments and the calling of bonds, shall apply.

IT IS FURTHER FOUND, DETERMINED, AND ORDERED that the provisions of Division 4 of the Streets and Highways Code of the State of California, be, and they are hereby, dispensed with.

DATED: February 3, 1982.

I, ALICE M. REIMCHE, City Clerk of the City of Lodi, do hereby certify that Resolution No. 82-13 was passed and adopted at a regular meeting of the City Council of the City of Lodi, held February 3, 1982, by the following vote:

AYES: Councilmen: Hughes, Murphy, Pinkerton and
McCarty
NOES: Councilmen: None
ABSENT: Councilmen: Katnich
ABSTENTIONS: Councilmen: None



ALICE M. REIMCHE
City Clerk

FILED
DATE FEB 5 1982
CITY OF LODI

82-13

-3-

CITY CLERK

RESOLUTION NO. 82-14

BEFORE THE CITY COUNCIL OF THE CITY OF
LODI, CALIFORNIA

DOWNTOWN LODI ASSESSMENT DISTRICT NO. 1

A RESOLUTION APPOINTING ENGINEERS AND ATTORNEYS

RESOLVED, by the City Council of the City of Lodi,
California, that

WHEREAS, said Council intends to undertake assessment
proceedings for the acquisition and/or construction of improvements
in the City of Lodi, California; and

WHEREAS, the public interest and general welfare will be
served by appointing and employing engineers and attorneys for the
preparation and conduct of said proceedings and work in connection
with said improvements;

NOW, THEREFORE, IT IS ORDERED as follows:

1. That QUAD CONSULTANTS, Civil Engineers, Visalia,
California, be, and it is hereby appointed as Engineer of Work and
is employed to do and perform all engineering work necessary in and
for said proceedings, and that its compensation be assessed as an
incidental expense of said proceedings. Said compensation is hereby
fixed as specified in the agreement therefor on file in the office
of the City Clerk, to which reference is hereby made for further
particulars. Said services shall include the following:

(a) Preparation of the report to the City Council, making
all surveys necessary to prepare plans and specifications, preparation
of plans and specifications, assisting in calling for bids,
coordination of construction contract, preparation of assessment
diagram and assessment roll, setting of necessary controls and
grade and alignment stakes, and cost of as-built plans.

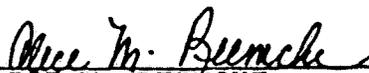
(b) All other engineering services necessary in and for said proceedings as determined by the Department of Public Works and said Engineer of Work.

2. That BLEWETT, GARRETSON & HACHMAN, A Professional Corporation, Stockton, California, be and it is hereby appointed and employed to do and perform all legal services required in the conduct of said proceedings, including the preparation of all papers not required to be prepared by the Engineer (exclusive of printing, mailing and publication of notices), examining and approving the engineering documents, and advising the Engineer in the preparation of his work, advising all City officials on all matters relating thereto when called upon, and furnishing its legal opinion on the validity of said proceedings and bonds, and that its compensation be, and it is hereby fixed at three percent (3%) of the assessments levied, together with reasonable fees for any services rendered in acquiring easements or in eminent domain or other suits, to be assessed as an incidental expense of said proceedings.

DATED: February 3, 1982.

I, ALICE M. REIMCHE, City Clerk of the City of Lodi, do hereby certify that Resolution No. 82-14 was passed and adopted at a regular meeting of the City Council of the City of Lodi, held February 3, 1982, by the following vote:

AYES:	Councilmen:	Hughes, Pinkerton, Murphy and McCarty
NOES:	Councilmen:	None
ABSENT:	Councilmen:	Katnich
ABSTENTIONS:	Councilmen:	None



ALICE M. REIMCHE
City Clerk