

RESOLUTION NO. 3994

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT
AGREEMENT WITH C.H. BUILDERS, INC. FOR THE CONSTRUCTION OF
WATER AND SEWER FACILITIES ON ORCHARD LANE
IN AN AMOUNT NOT TO EXCEED \$169,107**

WHEREAS, the City experienced low water pressures at San Vicente Elementary School and certain areas near Metz Road; and

WHEREAS, the 2005 City Water Master Plan includes the construction of a new water line on Orchard Lane as part of the water capital improvement project to solve the low water pressure problems; and

WHEREAS, C. H. Builders, Inc. is constructing new sewer and water mains on a portion of Orchard Lane as part of the improvements for the Miravale II subdivision; and

WHEREAS, the Subdivision Map Act allows a developer to extend water lines on behalf of the City and to be reimbursed for the same via reimbursement agreement; and

WHEREAS C. H. Builders, Inc. is willing to extend the water and sewer facilities on Orchard Lane on behalf of the City; and

WHEREAS, the construction of water and sewer facilities by C. H. Builders, Inc. on behalf of the City will occur immediately.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that the Council authorizes the City Manager to execute a reimbursement agreement with C. H. Builders, Inc. for the construction of water and sewer facilities on Orchard Lane in an amount not to exceed \$169,107.

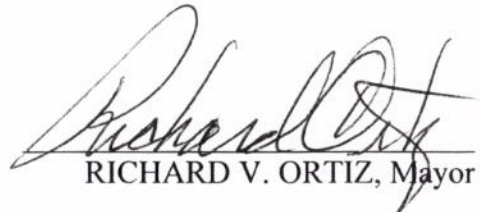
PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 2nd of May 2007 by the following vote:

AYES, and in favor thereof, Councilmembers: Martha Camacho, Juan Saavedra, Patricia Stephens, Mayor Pro Tem Christopher Bourke, Mayor Richard Ortiz

NOES, Councilmembers: None

ABSTAIN, Councilmembers: None

ABSENT, Councilmembers: None


RICHARD V. ORTIZ, Mayor

ATTEST:


NOELIA F. CHAPA, City Clerk

Free Recording in accordance with
California Government Code
Section 6103 and 27383

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Soledad
248 Main Street
Soledad, CA 93960

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S
USE)

**REIMBURSEMENT AGREEMENT BETWEEN
CITY OF SOLEDAD**

And

C.H. Builders, Inc.,

**for installation of a water line, pressure reduced valve, and sewer and water
laterals**

This Reimbursement Agreement ("**Agreement**") is entered into on
May 2, 2007 ("**Effective Date**") by and between the City of Soledad, a
California municipal corporation ("**City**") and C.H. Builders, Inc., a California Corporation
("**Developer**"). The City and Developer are hereinafter collectively referred to as the
"Parties."

RECITALS

WHEREAS, On October 15, 2003, the City Council adopted Resolution No.
3379, conditionally approving a Vesting Tentative Map for Developer's Phase II of the
Miravale Subdivision Project for a 236-unit residential subdivision located at Orchard
Lane ("**Development**");

WHEREAS, Developer is required to construct, or cause to be constructed,
certain public works facilities and improvements to serve the subdivision as a condition
of project approval;

WHEREAS, the Subdivision Map Act, California Government Code Section
66485, authorizes the City to require that improvements installed to serve the
Development contain supplemental size or capacity for the benefit of property not within
the subdivision, and that such improvements be dedicated to the public;

WHEREAS, as part of the required improvements for the Development,
Developer is constructing a new sewer main on Orchard Lane from Gabilan Drive to
Metz Road, as well as a 12-inch water line on a portion of Orchard Lane to serve the
Development ("**Development Improvements**"); and

WHEREAS, the 2005 City Water Master Plan includes the construction of a new water line on Orchard Lane as part of the water capital improvement project; and

WHEREAS, in addition to the Development Improvements, Developer is willing to construct and install an extension of the water line on Orchard Lane as well as a pressure reduced valve and sewer and water laterals as described in Exhibit A attached hereto and incorporated herein by this reference ("**Supplemental Capacity Improvements**"); and

WHEREAS, the Supplemental Capacity Improvements will serve existing development by improving the low water pressure problems currently experienced at San Vicente Elementary School and the residential area east of Rubion Drive; and

WHEREAS, the City is willing to enter into a reimbursement agreement with Developer to provide reimbursement for the cost of the Supplemental Capacity Improvements in excess of the construction required for the Development; and

WHEREAS, Developer now desires to enter into an agreement with the City to provide for reimbursement to Developer for the cost of the Supplemental Capacity Improvements, which shall be funded by impact fees collected by the City for the construction of transmission lines and appurtenances.

NOW, THEREFORE, in consideration of the mutual promises below, the City and Developer agree as follows:

Section 1. Term of the Agreement

The term of this Agreement shall begin on the Effective Date and expire upon the completion of the Supplemental Capacity Improvements and City's reimbursement of Developer for the completion of said improvements.

Section 2. Construction of Supplemental Capacity Improvements

2.1 Compliance with City Standards and Approved Plans

Developer shall design and construct all portions of the Supplemental Capacity Improvements in accordance with: (a) the City's standard engineering specifications; (b) the City's standard details; (c) the conditions of approval imposed on the Development by the City; (d) any additional requirements specified by the City Engineer.

2.2. Improvements Completion Date

Developer shall complete the Supplemental Capacity Improvements no later than July 2, 2007.

2.3. Acceptance and Conveyance

Once Developer has completed construction of the Supplemental Capacity Improvements, and they are accepted and deemed satisfactory by the City, the Supplemental Capacity Improvements shall automatically become the property of the City. Developer shall take any and all actions necessary to convey and vest full, complete and clear title in the Supplemental Capacity Improvements to the City.

Section 3. Reimbursement

3.1 Developer's Eligibility for Reimbursement

Developer shall not be eligible for any reimbursement until the Supplemental Capacity Improvements are completed and accepted by the City, and Developer has delivered to the City copies of all as-built plans, specifications, operating manuals, service manuals, warranties and other documents relating to the design, construction, and operation of the Supplemental Capacity Improvements.

3.2. Maximum Allowable Reimbursement Amount

The City shall reimburse the Developer for an amount not to exceed One Hundred Sixty-Nine Thousand One Hundred Seven Dollars (\$169,107).

3.3 Developer's Submittal of Documentation for Reimbursement

To secure reimbursement, Developer shall provide a summary tabulation of all contractor invoices and Developer payments so that the City can determine the actual construction costs for the Supplemental Capacity Improvements that qualify for reimbursement.

Section 4. Indemnification

Except to the extent prohibited by applicable law, including, but not limited to, California Government Code Section 66474.9, Developer agrees to indemnify, defend and hold harmless the City and its officials, agents, officers, employees and volunteers ("**Indemnitees**") from and against any and all Claims. For purposes of this Section 4, "**Claims**" means any and all claims, demands, actions, losses, liabilities, damages and costs arising out of or resulting from the Development, or construction or installation of the Supplemental Capacity Improvements, or other duties required by this Agreement, including payment of reasonable attorney's fees incurred by the City or held to be the liability of the City in connection with City's defense of its actions, and also including any actions or proceedings to attack, set aside, void, or annul an approval of the City, an advisory agency, appeal board, or legislative body concerning the Development, which claim, action or proceeding is brought within the time period provided for in California Government Code Section 66499.37. The City will promptly notify the Developer of any Claim subject to this provision, and will cooperate fully in the defense of any such Claim. Notwithstanding the foregoing, to the extent that this agreement is a "construction contract" as defined in California Civil Code section 2783, as amended from time to

time, the Developer's duty to indemnify pursuant to this Section 4 shall not apply when to do so would be prohibited by California Civil Code section 2782.

Section 5. Binding on Successors and Assigns

Each and every provision of this Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the Parties, in the same manner as if such parties had been expressly named herein.

Section 6. Attorney's Fees

If any suit, actions or proceeding in law or equity is brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable costs and attorneys' fees.

Section 7. Authority to Enter Into Agreement

The City and Developer certify that each is legally empowered to enter into this Agreement.

Section 8. Notices

Any notice to either party shall be in writing and given by delivering the same to such party in person or by sending the same by registered mail, return receipt requested, with postage prepaid, to the following addresses:

If to City: City of Soledad
 248 Main Street
 Soledad, CA 93960
 Attn: Public Works Director

If to Developer: C.H. Builders, Inc.,
 3202 W. March Lane, Suite A
 Stockton, CA 95219
 Attn: Roy Van Dorst, Director of Development

Either party may change its mailing address at any time by giving 10 days advanced written notice to the other party.

Section 9. Construction of Agreement

The Parties have had an equal opportunity to review and revise this Agreement. Therefore, the usual construction as to the party drafting the Agreement shall not apply.

Section 10. No Waiver.

Failure by a party to insist upon strict performance of any of the provisions of this Agreement by the other party, or the failure of a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such rights.

Section 11. Relationship of the Parties.

The Parties, by entering into this Agreement do not intend to create any agency, partnership, joint venture, trust, or other relationship with duties or incidents different from those of parties to an arm's-length contract.

Section 12. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of California. Any actions brought to enforce any provisions of this Agreement shall be brought in Monterey County.

Section 13. Recordation of Agreement.

This Agreement shall be recorded with the Monterey County Recorder.

Section 14. Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.

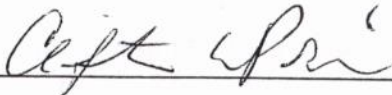
Section 15. Entire Agreement

This Agreement constitutes the entire understanding of the parties regarding the subject matter. The Agreement may be amended only by writing executed by both parties.

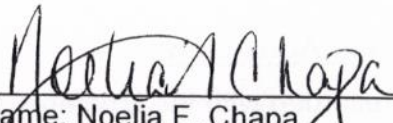
SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

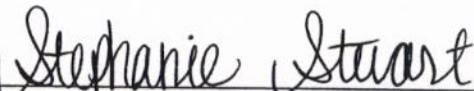

CITY OF SOLEDAD

By: 
Name:
Title: Public Works Director

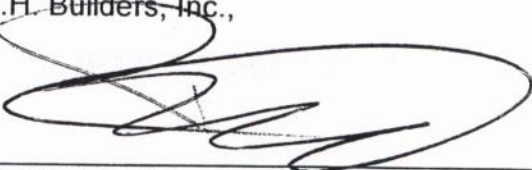
ATTEST

By: 
Name: Noelia F. Chapa
Title: City Clerk / City Manager

APPROVED AS TO FORM:

By: 
 Michael F. Rodriguez, City Attorney

C.H. Builders, Inc.,

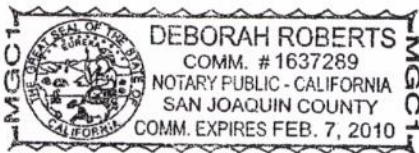
By: 
Patrick Matthews
President

ALL-PURPOSE ACKNOWLEDGEMENT

State of California }
County of SAN JOAQUIN } SS.

On April 30, 2007 before me, DEBORAH ROBERTS,
(DATE) (NOTARY)
personally appeared PATRICK H. MATTHEWS
SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Deborah Roberts
NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is not required by law. However, it could prevent fraudulent attachment of this acknowledgment to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER
PRESIDENT
TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Reimbursement Agreement
TITLE OR TYPE OF DOCUMENT
9 and exhibits
NUMBER OF PAGES

DATE OF DOCUMENT
City of Soledad
OTHER

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT THUMBPRINT
OF
SIGNER

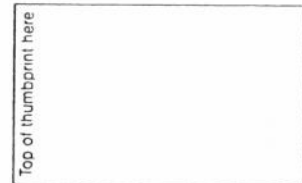
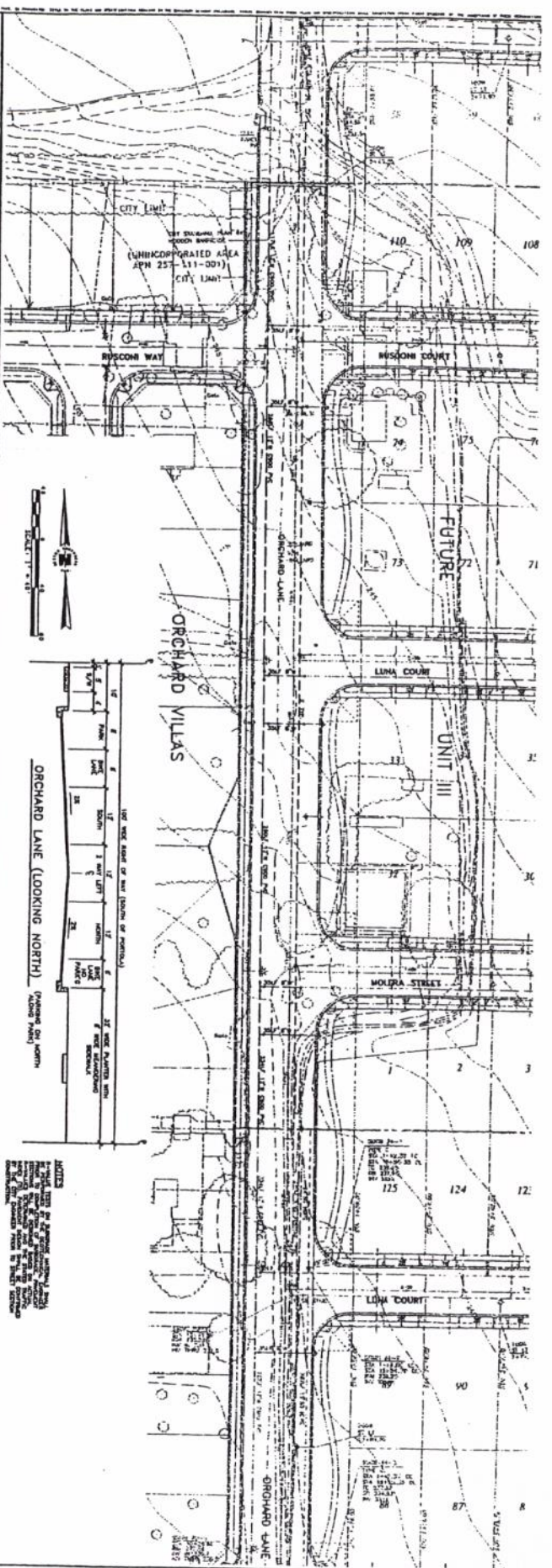
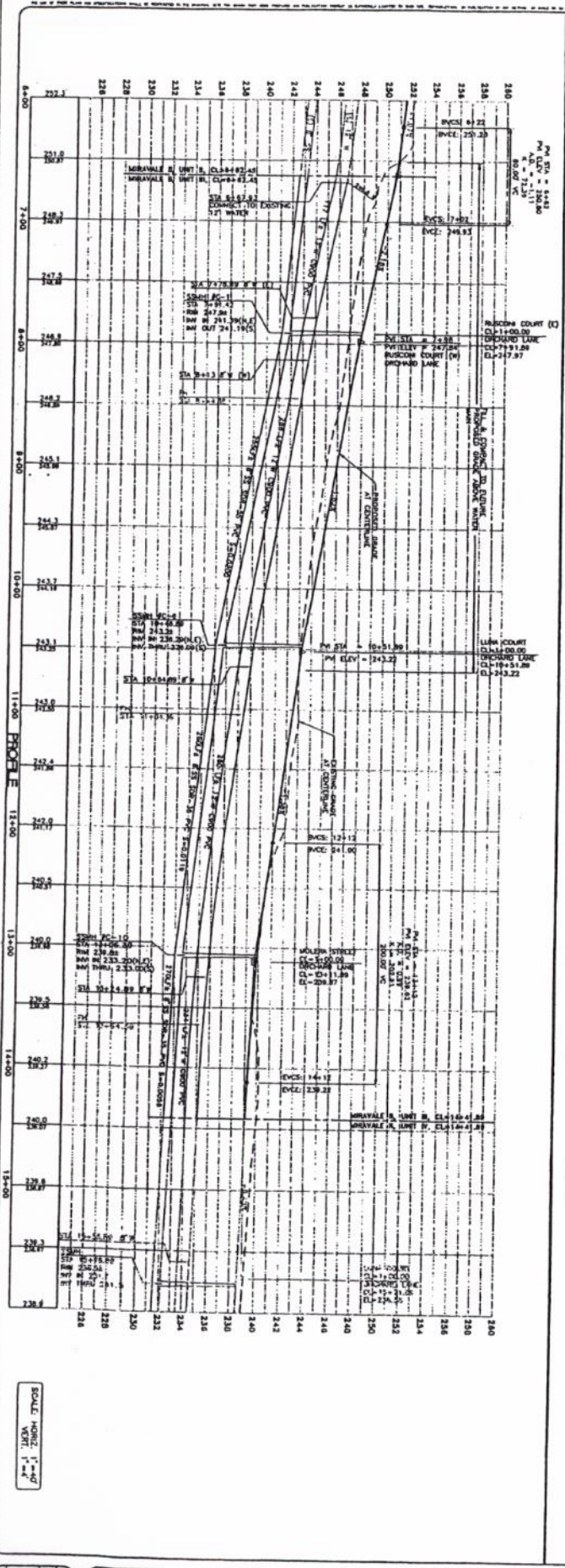


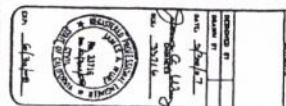
EXHIBIT A
SUPPLEMENTAL CAPACITY IMPROVEMENTS

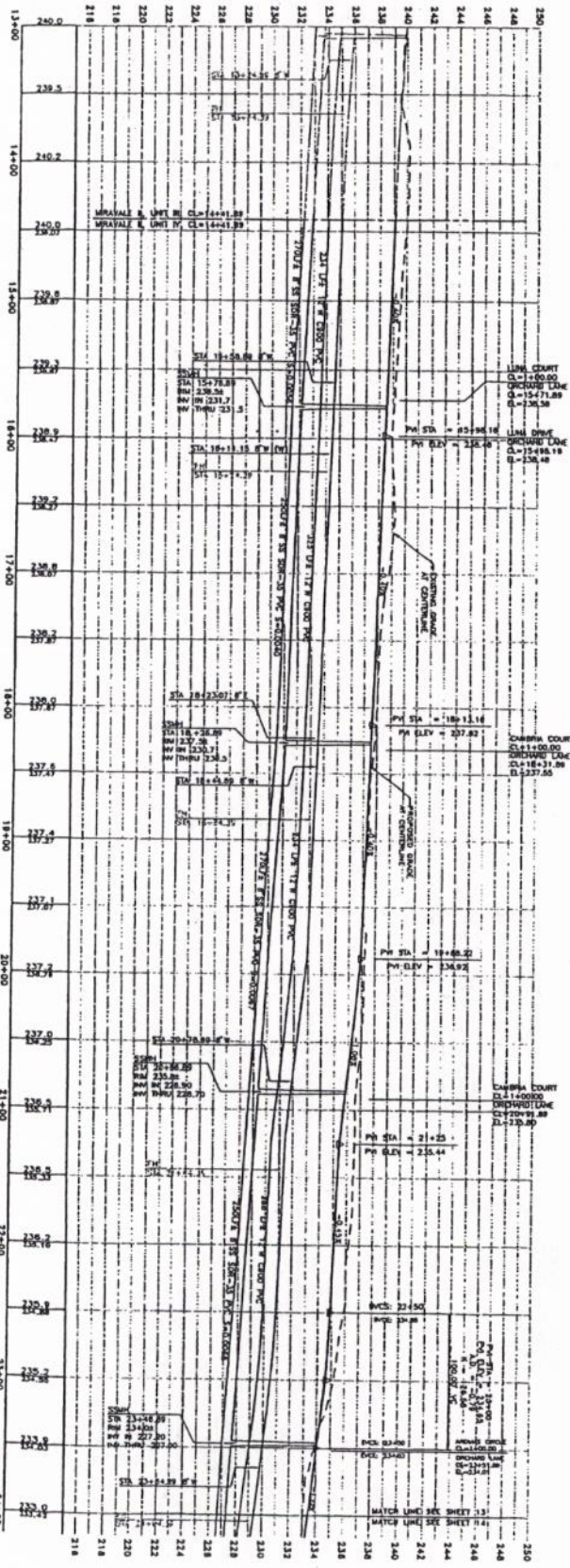


SCALE: HORIZ. 1"=40'
VERT. 1"=4'

PREPARED FOR: E.K. BALKAS, INC.
OFFSITE SEWER AND WATER
ORCHARD LANE
MIRAVALE II
UNIT II
CITY OF SOLEDAD, COUNTY OF MONTEREY, CALIFORNIA

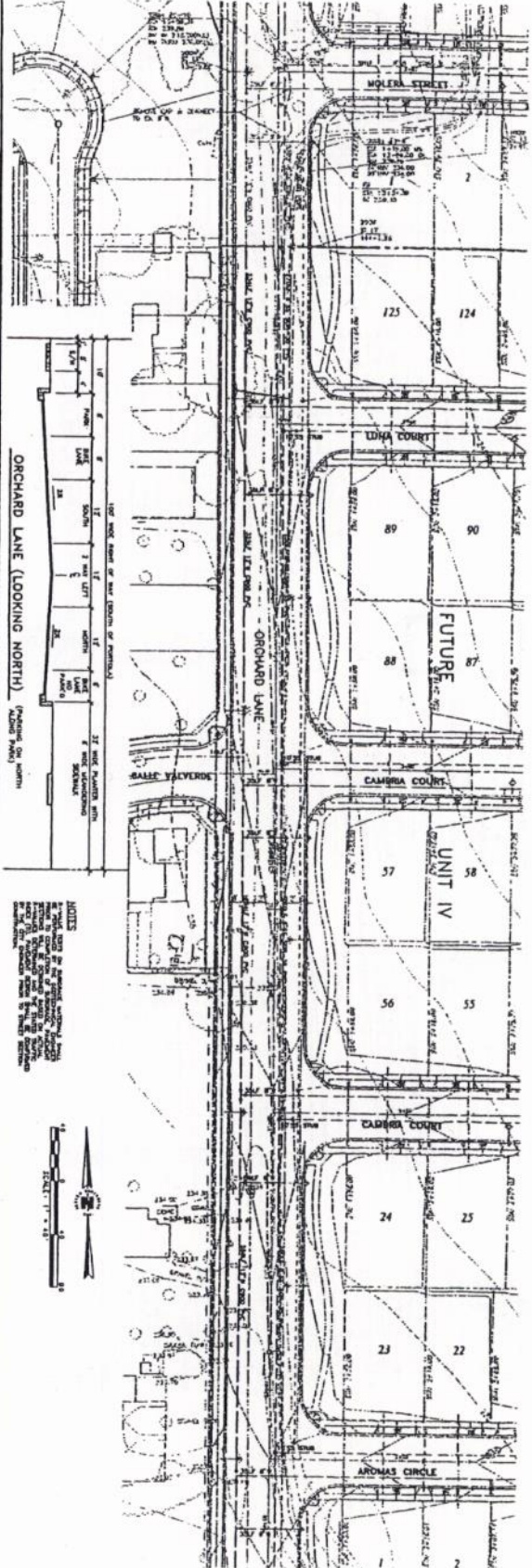
BESTOR ENGINEERS, INC.
2000 BROADWAY SUITE 200
2010 BROADWAY SUITE 200
2010 BROADWAY SUITE 200
2010 BROADWAY SUITE 200





PROFILE

SCALE HORIZ. 1"=40'
VERT. 1"=4'



ORCHARD LANE (LOOKING NORTH)

NOTES



DATE: 03/07
SHEET: 2 OF 3
BY: [Signature]

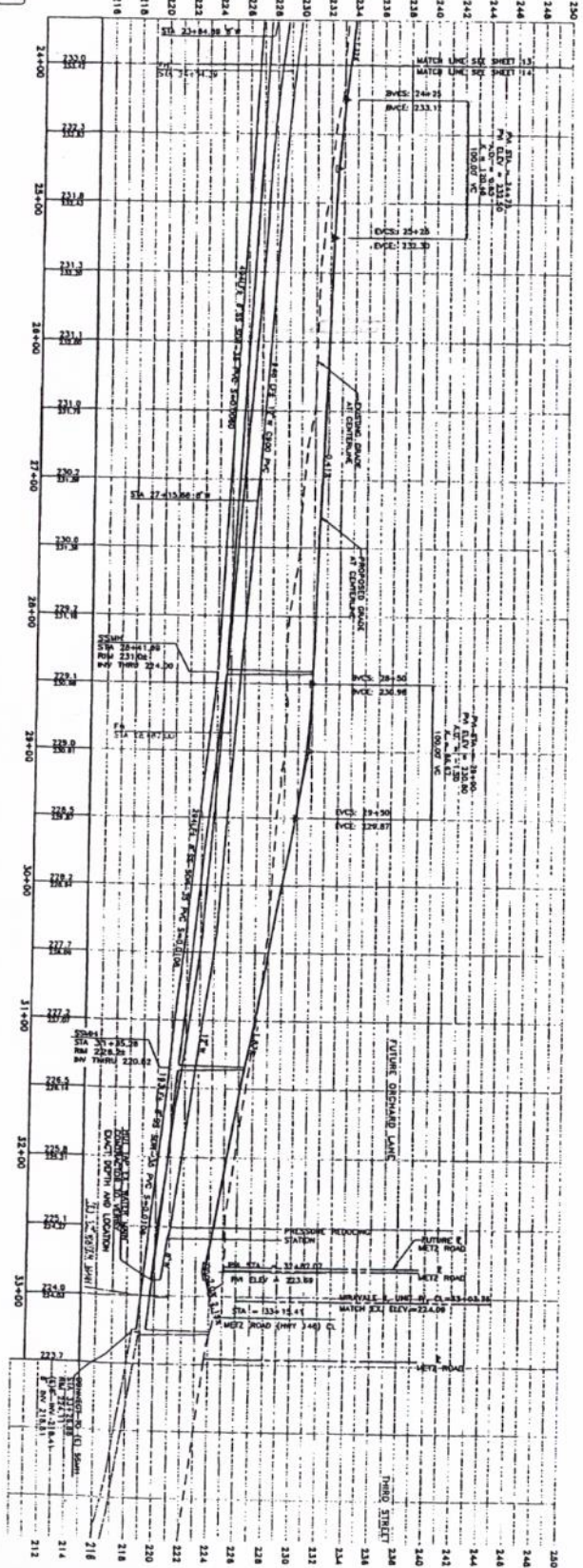
PREPARED FOR: C.M. BUILDERS, INC.
OFFSITE SEWER AND WATER
ORCHARD LANE
MIRAVALE II
UNIT II
CITY OF SOLIDAD, COUNTY OF MONTEREY, CALIFORNIA



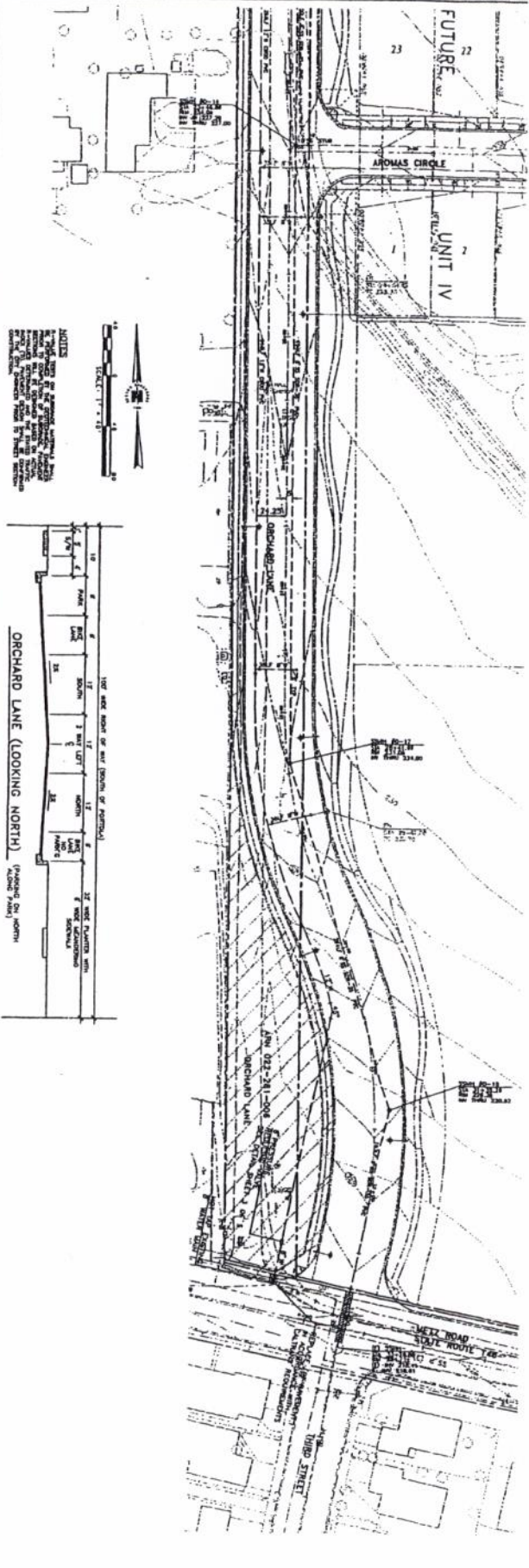
BESTOR ENGINEERS, INC.
CIVIL ENGINEERING - SURVEYING - LAND PLANNING
1001 BLUE LUMBER LANE, WESTPORT, CALIFORNIA 95581

APPROVED BY: [Signature]
DATE: [Date]
SEAL: [Professional Seal]

SCALE: HORIZ. 1"=40'
VERT. 1"=4'



PROFILE



ORCHARD LANE (LOOKING NORTH) (BASED ON NORTH ARROW PLAN)

DATE: 01/07
SCALE: 3 OF 3
PROJECT: 3532

PREPARED FOR: C.H. BULKER, INC.
OFFSITE SEWER AND WATER
ORCHARD LANE
MIRAVALE II
UNIT II
CITY OF SOLIDAD, COUNTY OF MONTEREY, CALIFORNIA



BESTOR ENGINEERS, INC.
1000 BRIDGEWAY - SUITE 100 - LOMA PUEBLO
4302 ROAD 166/167, LOMA PUEBLO, CALIFORNIA 95050

APPROVED BY: [Signature]
DATE: 01/07
PROJECT: 3532

SANITARY SEWER DETAILS

DEPARTMENT OF PUBLIC WORKS

TITLE: THROUGH MANHOLE AND BURNING CHAMBER

13

DEPARTMENT OF PUBLIC WORKS

TITLE: UNDERGROUND PUMP AND CONTROL

22

DEPARTMENT OF PUBLIC WORKS

TITLE: UNDERGROUNDED TYPE WIND

24

DEPARTMENT OF PUBLIC WORKS

TITLE: UNDERGROUNDED TYPE WIND

27

DEPARTMENT OF PUBLIC WORKS

TITLE: THROUGH MANHOLE AND BURNING CHAMBER

29

DEPARTMENT OF PUBLIC WORKS

TITLE: SITE SECURITY, CLEANUP AND

54

DEPARTMENT OF PUBLIC WORKS

TITLE: ROAD WORKING TEMPORARY

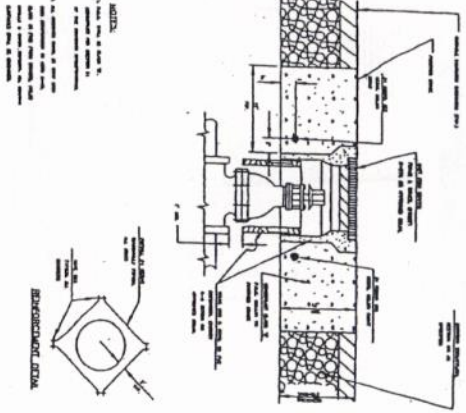
55

DEPARTMENT OF PUBLIC WORKS

TITLE: ROAD WORKING TEMPORARY

55

WATER DETAILS

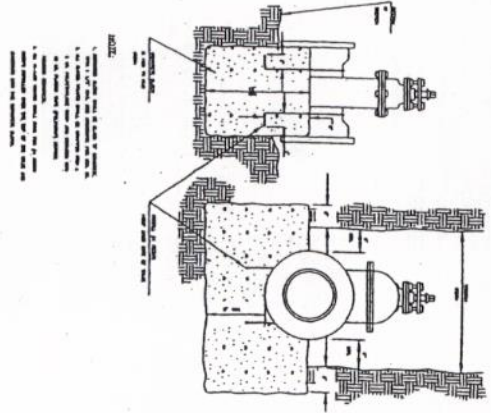


DEPARTMENT OF PUBLIC WORKS

TITLE: VALVE BOX INSTALLATION

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 8-27-06

STANDARD PLAN
W-4

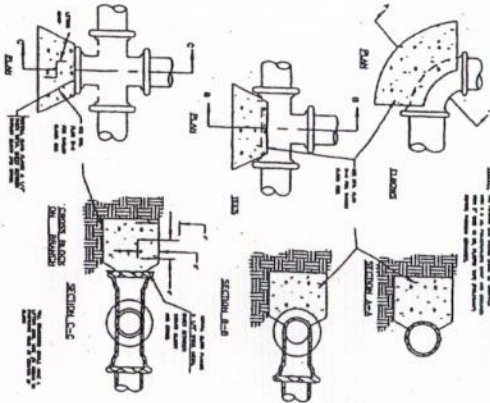


DEPARTMENT OF PUBLIC WORKS

TITLE: VALVE ANCHOR FOR LINE WORK

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 8-27-06

STANDARD PLAN
W-7

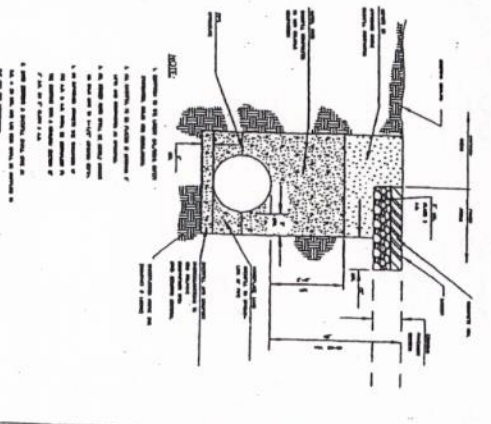


DEPARTMENT OF PUBLIC WORKS

TITLE: BLEEDING DETAIL FOR 6" VALVES

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 8-27-06

STANDARD PLAN
W-5

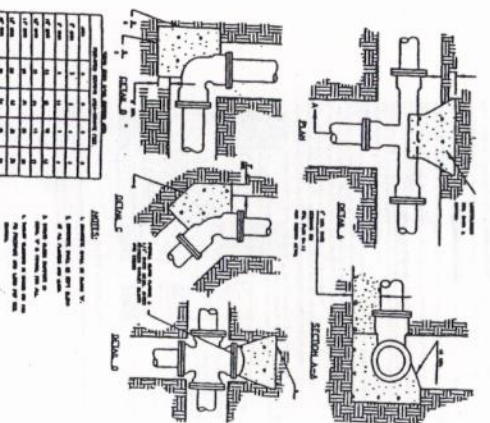


DEPARTMENT OF PUBLIC WORKS

TITLE: TYPICAL TRENCH SECTION

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 8-27-06

STANDARD PLAN
W-12



DEPARTMENT OF PUBLIC WORKS

TITLE: STANDARD THRUST BLOCK

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 8-27-06

STANDARD PLAN
W-6



DEPARTMENT OF PUBLIC WORKS

TITLE: WATER DISCONNECTING NETWORK

DESIGNED BY: [Signature]
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 8-27-06

STANDARD PLAN
W-22

EXHIBIT B

EXHIBIT C
PROGRAMMED COSTS

12" Water Main – 520 LF

Includes – Layout, plotting, dig-lay-backfilling, valves, fittings, raising valve iron, and testing.

12" Water Main – 520 LF @ \$91.00 per LF = \$47,320.00

2) 12" Tie-in at Metz Road – 1 LS

Includes – Construction area signs per Cal-Trans, traffic control, water tie-in with all valves and fittings, testing, and patch paving.

12" Tie-in at Metz Road – 1 LS @ \$18,000.00

3) 12" PRV Station – 1 LS

Includes – Excavation for station, off load and set precast concrete vault, installation of all inside vault piping, all outside vault piping to connect to new main, backfill and grading around new station, and on site testing.

Note: Purchase of packaged PRV station is by others and is not included in this price.

12" PRV Station – 1 LS @ \$21,000.00

4) 8" Water Lateral Stubs – 130 LF

Includes – Installation of 8" water stubs (3 EA), 12" & 8" valves and fittings, raising valve iron, testing, and patch paving.

8" Water Lateral Stubs – 130 LF @ \$130.00 per LF = \$16,900.00

Total Offsite Water - \$103,220.00

1) 8" Sewer Lateral Stub – 55 LF

Includes – Installation of 8" sewer stub, fittings, patch paving.

8" Sewer Lateral Stub – 55 LF @ \$75.00 per LF = \$4,125.00

Total Offsite Sewer - \$4,125.00

1) San Vicente School Work – 1 LS

Includes - Construction area signs per Cal-Trans, traffic control, excavation to existing 10" main, abandon of existing 6" hydrant line, plugging 6" line at 10" main, installation of new tie-in tee with valves at existing 6" water main, new 6" lateral line to existing hydrant, saw cutting, backfill with slurry, plate excavation, demo of existing concrete and old water meter box, install new 4 x 3 meter box with reading lid, restore concrete around new box, patch pave street per Cal-Trans.

San Vicente School Work – 1 LS @ \$20,000.00

Total Offsite School Work - \$20,000.00

TOTAL OFFSITE - \$127,345.00

Exclusions and Qualifications

- 1) Permits, fees, bonds, staking, engineering, and soils testing are excluded.
- 2) Repair, relocation, or replacement of existing utilities are excluded
- 3) Work on Saturday will be extra - \$850.00 per day.
- 4) Erosion control.
- 5) Sump pumps or drain piping not shown on plans.

The price for the 8-inch Pressure Reducing Station complete is ~~\$41,762.00~~. This station is complete with all mechanical parts, vault with hatch, and taxes included. It also includes freight to the job site and all O&M manuals. Please note it doesn't include the following:

- 1) Installation of PRV
- 2) Off loading of freight
- 3) Hook up of inlet and outlet
- 4) Hook up of drainage sump