



APPROVED
BY THE CITY COUNCIL

MAR 17 1987

OFFICE OF THE
CITY CLERK

31

DEPARTMENT OF
PUBLIC WORKS

ENGINEERING DIVISION

CITY OF SACRAMENTO
CALIFORNIA

CITY HALL
ROOM 300
915 I STREET
SACRAMENTO, CA
95814-2608

916-449-5307

THOMAS M. FINLEY
ENGINEERING DIVISION
MANAGER

March 17, 1987

CITY MANAGER'S OFFICE
RECEIVED
MAR 11 1987

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: Proposed Morrison Creek Business Park Assessment District -
Improvement Proceeding No. 5519 (Florin Perkins Road and Elder Creek
Road)

SUMMARY

It is requested that the Council adopt a resolution which allows the owners to retain title to the street improvements in Morrison Creek Business Park during their construction and the eventual formation of an assessment district.

BACKGROUND

The owners of the subdivision known as "Morrison Creek Business Park" are ready to construct the streets and underground utilities to serve the lots in said subdivision under a private contract. They desire to have these improvements paid for by the use of the Municipal Improvement Act of 1913 with 1911 Bonds to be issued for any unpaid assessments.

To enable them to proceed in this manner requires that the improvements constructed in public rights-of-way remain in their ownership until such time as the City can purchase them after they are completed by means of the 1913 Act.

FINANCIAL

The entire cost of the project will be paid for by the Assessment District, and no City funds are required.

City Council
Proposed Morrison Creek Business Park Assessment District
Improvement Proceeding No. 5519
March 17, 1987
Page 2

RECOMMENDATION

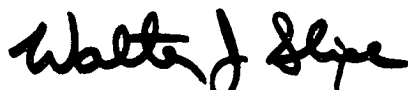
Adoption of the attached resolution, which is entitled "Authorizing Property Owner To Construct Public Improvement Work By Private Contract On Public Streets And Easements In And Adjacent To Morrison Creek Park," etc., is recommended.

Respectfully submitted,



THOMAS M. FINLEY
Engineering Division Manager

Recommendation Approved:



WALTER J. SLIPE
City Manager

Approved:



MELVIN H. JOHNSON
Director of Public Works

IEM:vr
RE2-28.B
03.0387.B

March 17, 1987
District No. 2

Attachment

RESOLUTION NO. 87-195

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

APPROVED
BY THE CITY COUNCIL

MAR 17 1987

OFFICE OF THE
CITY CLERK

AUTHORIZING PROPERTY OWNER
TO CONSTRUCT
PUBLIC IMPROVEMENT WORK
BY PRIVATE CONTRACT ON
PUBLIC STREETS AND EASEMENTS
IN AND ADJACENT TO
MORRISON CREEK BUSINESS PARK
AND
CONSENTING THAT PROPERTY OWNER
SHALL RETAIN TITLE TO
SAID PUBLIC IMPROVEMENT WORK

AND

AGREEING TO CONDUCT PROCEEDINGS UNDER THE
MUNICIPAL IMPROVEMENT ACT OF 1913
AND TO CAUSE CITY OF SACRAMENTO TO
ACQUIRE SAID PUBLIC IMPROVEMENT WORK
SUBJECT TO CONDITIONS

WHEREAS, on September 19, 1986, Morrison Creek Investors entered into a written contract, and in said contract R.C. COLLET, INC. agreed to construct for MORRISON CREEK INVESTORS certain public improvement work in the City of Sacramento, and said MORRISON CREEK INVESTORS agreed to pay R.C. COLLET, INC. for doing said work at the prices stated in said contract, and

WHEREAS, a general description of said public improvement work that R.C. COLLET, INC. will do under said contract, and the general locations where it will do said work are as follows:

Concrete curbs, gutters and sidewalks, asphaltic concrete pavement, storm sewers, drainage facilities, sanitary sewers, sewer services, water distribution system complete and street lighting system complete along the East one-half (1/2) of Florin Perkins Road from a point located 236 feet more or less south of the center line of Morrison Creek Drive to a point located 324 feet more or less north of the center line of Morrison Creek Drive and along Morrison Creek Drive from the center line of Florin Perkins Road to a point located 962 feet more or less easterly therefrom.

WHEREAS, MORRISON CREEK INVESTORS is the owner of lands adjacent to said work that will be done under said contract, and said MORRISON CREEK INVESTORS desires that the City Council of the City of Sacramento shall approve said contract, and shall permit said R.C. COLLET, INC. to do and perform the work described in said contract upon said streets as shown on the Plat of Morrison Creek Business Park, and

WHEREAS, the City Engineer reports that he has examined the plans and specifications for said work that R.C. COLLET, INC. will do under said contract, and he has advised this Council that all of the work described in said plans and specifications conforms to the City of Sacramento Standard Specifications for the several types of public improvement work described in said contract, and

WHEREAS, the City Engineer has advised this Council that before MORRISON CREEK INVESTORS and R.C. COLLET, INC. entered into said contract, that MORTON & PITALO, INC., an engineering corporation duly licensed under the laws of California, prepared all said plans and specifications for MORRISON CREEK INVESTORS, and that MORTON & PITALO, INC., acting for said MORRISON CREEK INVESTORS invited engineering contractors to file with it written bids for doing said work, and that MORTON & PITALO, INC., received three (3) separate bids from such Engineering Contractors to do said work, and that the bid of R.C. COLLET, INC. to do said work was the lowest and best bid of said three (3) bids so received, and

WHEREAS, the City Engineer has advised this Council that the City of Sacramento inspectors of the City of Sacramento Engineering Department will, at all times, inspect the actual construction work to be done under said contract, dated September 19, 1986, that said MORRISON CREEK, INC. has executed with R.C. COLLET, INC., and said work will, at all times, be done under the control of

the City Engineering Department, and

WHEREAS, the City Engineer has advised this Council that Morrison Creek Drive and east one-half of Florin Perkins Road, as shown on the official Plat of Morrison Creek Business Park, where R.C. COLLET, INC. will do said public improvement work under said contract are now dedicated to the City of Sacramento, and that R.C. COLLET, INC. will construct all of said work under said contract upon public streets and rights of way that the City of Sacramento owns, and

WHEREAS, MORRISON CREEK INVESTORS has informed this Council that it desires to retain title to all said public improvement work that said R.C. COLLET, INC. will do under said contract, and that MORRISON CREEK INVESTORS, at the time when R.C. COLLET, INC. has completed all of said work described in said contract to the satisfaction of the City Engineer, will file a petition with the City Council, and will request therein that the City of Sacramento shall conduct an improvement proceeding under the MUNICIPAL IMPROVEMENT ACT OF 1913, for the purposes of acquiring from MORRISON CREEK INVESTORS all of said public improvement work so constructed under said contract, and that the City of Sacramento, acting under said Act, shall designate lands owned by MORRISON CREEK INVESTORS that benefit from said public improvement work to be an assessment district, and the City of Sacramento shall assess the cost of said public improvement work at the prices shown in said contract, and all incidental expenses of the proceedings under said Act, including the engineering costs of said plans and specifications, and engineering and inspection costs incurred in the performance of said contract, and acquisition costs of prior assessment liens, if any, upon the lands in said assessment district according to benefits received from said work and incidental expenses, and shall issue bonds under the Improvement Bond Act of 1911, to represent

unpaid assessments, and shall sell said bonds, and using such bond sale moneys, will purchase from MORRISON CREEK INVESTORS all of their interest and ownership in said public improvement work, and the cost of the plans and specifications, and

WHEREAS, in order for the City of Sacramento lawfully to conduct such an improvement proceeding, and to issue bonds against the security of unpaid assessments, and to purchase said street improvement work from said MORRISON CREEK INVESTORS, said owners must retain the title to said public improvement work until the City of Sacramento acquires title to said work, and

WHEREAS, the City of Sacramento and said MORRISON CREEK INVESTORS desire to agree that said owners shall retain title to all the work to be done under said contract, dated September 19, 1986, with R.C. COLLET, INC., and

WHEREAS, the City of Sacramento desires to set out and show in this Resolution certain essential conditions that shall govern the liability and duty of the City of Sacramento to acquire said public improvement work under said proceedings.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SACRAMENTO, STATE OF CALIFORNIA, AS FOLLOWS:

1. That the matters stated in the recitals to this Resolution are true.
2. That attached hereto and marked EXHIBIT A is a copy of the contract, dated September 19, 1986, between MORRISON CREEK INVESTORS AND R.C. COLLET, INC.
3. That the City of Sacramento hereby consents that MORRISON CREEK INVESTORS, acting through its contractor, R.C. COLLET, INC., shall have permission, and does hereby have permission to construct the public improvement work described in said contract, dated September 19, 1986, attached hereto as EXHIBIT A, at the locations on the City

of Sacramento public streets and easements that are shown on the plans forming a part of said contract.

- 4. That the City of Sacramento agrees that MORRISON CREEK INVESTORS shall retain title to all work done under the contract, dated September 19, 1986, that is EXHIBIT A and is attached hereto.
- 5. That when the City Engineering Department determines that all the public improvement work described in the contract, dated September 19, 1986, attached hereto as EXHIBIT A, has been completed to the satisfaction of the City Engineering Department, and in accordance with the City of Sacramento Standard Specifications, the City of Sacramento, upon receiving an owner's petition in due form will commence improvement act proceedings under the provisions of the MUNICIPAL IMPROVEMENT ACT OF 1913, and will cause the City of Sacramento to acquire the public improvement work described in said contract, dated September 19, 1986, at and for the prices stated in said contract, subject to the conditions stated hereafter in this Resolution.
- 6. The City of Sacramento, in conducting said improvement act proceeding, will cause said proceedings to provide for Improvement Bonds to be issued under and conforming to the Improvement Bond Act of 1911 to represent unpaid assessments, and if no bidder offers to buy said Bonds at a price or discount acceptable both to the City of Sacramento, and to the owner persons, the duty of City of Sacramento to complete an improvement act proceeding and to acquire the work specified above shall terminate.
- 7. That if improvement act proceedings are completed for the work described in Paragraph 5., above, MORRISON CREEK INVESTORS shall be

deemed hereby to have released to the City of Sacramento its retained title to all of the improvement work done under said contract, dated September 19, 1986, that is not acquired by the City of Sacramento in said improvement act proceedings.

8. If no improvement act proceedings are completed because of the condition described in Paragraph 6., above, then MORRISON CREEK INVESTORS shall be deemed hereby to have conveyed and transferred to the City of Sacramento all of its retained title and ownership to all work done under said contract, dated September 19, 1986.

9. That the City of Sacramento declares that by adopting this Resolution, it makes no agreement, express or implied, with R.C. COLLET, INC., and declares that MORRISON CREEK INVESTORS, who entered into the contract, dated September 19, 1986, with R.C. COLLET, INC. is wholly liable under said contract to pay R.C. COLLET, INC. for the public improvement work described in said contract.

10. That the City of Sacramento hereby advises MORRISON CREEK INVESTORS that by adopting this Resolution it does not expressly state or imply that the gross amount of the assessment liens to be affixed on the district of lands to be created in the assessment act proceedings will be a gross amount of money that is equal to the contract price of the work, and the City of Sacramento hereby advises MORRISON CREEK INVESTORS that such items in the assessment act proceedings as bond discount, and printing costs, and bond counsel fees, and engineering and inspection costs, acquisition of prior assessments, if any, and other items, will cause the gross assessment amount to exceed the contract price of the work.

AGREEMENT

I. THIS AGREEMENT made and entered into this 19th day of September, 1986 by and between R.C. COLLET, INC., hereinafter called the Contractor, a corporation organized and existing under and by virtue of the laws of the State of California, and having its principle place of business at Rt. 3, Box 140 (mailing address: P.O. Box 1965) Woodland, California 95695, and Morrison Creek Investors, 3400 Bradshaw Rd. Ste. C., Sacramento, CA. 95827, hereinafter called the Owner.

WITNESSETH:

II. That the Contractor, in consideration of the promises and agreements of the Owner hereinafter expressed, hereby promises and agrees to and with said Owner that it will and perform, or cause to be done the necessary labor and material required for the execution and completion of: MORRISON CREEK BUSINESS PARK

III. All of said work shall be done as delineated by and in accordance with plans as prepared by Morton & Pitalo, dated 25 July 1986, Unapproved and current standard construction specifications of the City of Sacramento and as per the following:

Clearing, excavation, grading, underground storm drain sewer and water; curb gutter and sidewalk, asphalt paving, per bid proposal Unit Price Schedule, copy attached. Also attached is Exhibit "A" Special Conditions. Each is made a part of this contract Agreement as if fully contained herein.

Contract price is based on Contractor placing the asphalt paving prior to June 30, 1987. Should the asphalt paving be placed after said date, the contract price will be increased by the same amount as the increase in cost to Contractor of asphalt between the date of this Agreement and the date the asphalt paving is placed.

Any work performed in conjunction with this contract on a time and materials basis shall be considered as a contract change order and will be invoiced as such based on the signed Rental Agreement.

IV. Contractor's obligation to perform any work referred to in this contract assumes that the material below subgrade elevation is movable with scrapers and compactable by normal means, is stable, dry, and otherwise suitable for base and/or paving or other work to be performed by Contractor. In the event the material below subgrade is, in the sole opinion of Contractor, not movable with scrapers or compactable by normal means, is not stable, or is not sufficiently dry or otherwise suitable for Contractor to proceed with the work, Contractor shall have no obligation to proceed with any further work unless and until the Owner, in writing, either (1) directs Contractor to continue work, notwithstanding such condition, and agrees to assume and indemnify Contractor against all cost, expense, and liability for subsequently correcting, repairing, and/or redoing such work or any part thereof, if required by any governmental agency or third party whose acceptance of the work is necessary; (2) directs Contractor to correct such condition before proceeding with further work, which corrective work shall be extra work for which the Owner shall pay Contractor at an agreed or unit price set forth in said written direction to correct such condition.

V. The total amount to be paid to the Contractor by the Owner for the herein described work will be \$311,500.00, which shall be adjusted based on the unit price schedule and the final amount increased or decreased after measurement of the quantities in the field upon completion of the work.

VI. The Owner has the right to make written changes in the plans, specifications and details. The Contractor shall be governed by such changes on presentation to him. Price allowances for extra work caused by such changes shall be agreed upon in writing prior to performing any work.

VII. In consideration of the completion of the work described herein, and the fulfillment of all stipulations of this Agreement, the said Owner shall, at the times provided herein pay or cause to be paid to said Contractor the amount due the Contractor.

Funds are to be disbursed as per the following paragraph:

VIII. Payment shall be ninety percent (90%) monthly progress payments due by the 10th of the month following the month during which the estimated work was completed and 100% final payment will be due upon completion of the work as described herein. As to any progress or final bills not paid when due, the Owner or General agrees to pay interest on overdue amounts from due date until paid at the rate of 17% per annum or at the maximum rate allowed by California Constitution, Act XV, Para 1, Subparagraph (2) (As amended November 6, 1979), whichever is lower.

IX. Owner shall not backcharge Contractor unless Owner shall have given Contractor written notice prior to Owner or other parties incurring any cost. Contractor shall be billed and invoiced within thirty (30) days after the completion of the work for which the backcharge is made.

X. Prior to Contractor starting work on the subject project, Owner shall furnish Contractor with written confirmation from the Owners bank for the full amount of this Agreement, that said bank is firmly committed to furnish Owner and in turn to the Contractor, the construction monies necessary to complete the work described herein in accordance with the terms of this contract in Paragraph VIII.

XI. If any action at law or in equity, including an action for declaratory relief, or proceedings in arbitration, are brought for the breach of, or to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover the amount of attorneys fees actually incurred in good faith by the prevailing party, which amount shall be awarded by the court or arbitrator in the same action or proceeding, or in a separate action or proceeding brought for that purpose, in addition to damages or any other relief to which he may be entitled. The prevailing party shall also be entitled to full reimbursement for all expert witness fees.

In witness whereof, the parties hereto have executed this Agreement in duplicate this day and year first written above.

MORRISON CREEK INVESTORS

R.C. COLLET, INC.

BY: [Signature]

BY: [Signature]

DATE: 10-7-86

DATE: 12/86

License No. 244215

As required in Section 7018.5 and 7019 of the Business and Professions Code as amended "Notice to Owner", is made a part of this Agreement. Copy of said Notice is hereby attached.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning the responsibilities of a Contractor may be referred to the registrar of the Board whose address is: CONTRACTOR'S STATE LICENSE BOARD, 1029 "N" Street, Sacramento, CA 95814

This contract is void if not signed within thirty (30) days of September 19, 1986.

Proposal #
MS8625

R.C. COLLET INC.
Proposal for MORRISON CREEK BUS. PARK

PAGE NO. 00001
09/05/86

#	Description	Qty	Unit Bid	Total Bid
1	CLEAR/GRUB/EXCAVATE	1.00	LS 13800.00	13800.00
2	7"AB/ 4"AC PAVING	37560.00	SF 1.20	45072.00
3	CURB & GUTTER #4	2365.00	LF 10.00	23650.00
4	SIDEWALK	10330.00	SF 1.40	14462.00
5	35' DRIVEWAY	2.00	EA 1290.00	2580.00
6	SD MH #3	3.00	EA 1400.00	4200.00
7	SD MH #4	1.00	EA 1800.00	1800.00
8	60"SADDLE MH	1.00	EA 2357.00	2357.00
9	DI TYPE A	4.00	EA 660.00	2640.00
10	12"C14 SD	158.00	LF 32.00	5056.00
11	18"RCP CL3 SD PIPE	786.00	LF 34.00	26724.00
12	24"RCP CL3 SD	1266.00	LF 39.00	49374.00
13	SAN MH #3A	4.00	EA 2000.00	8000.00
14	FLUSHER BRANCH	1.00	EA 495.00	495.00
15	SEWER COTG	14.00	EA 350.00	4900.00
16	10" SAN SEWER	1357.00	LF 40.00	54280.00
17	8" SAN SEWER	205.00	LF 34.00	6970.00
18	6" SAN SERVICE	14.00	EA 575.00	8050.00
19	8" WATER	962.00	LF 12.00	11544.00
20	8" GATE VALVE	7.00	EA 550.00	3850.00
21	BLOW OFF ASSBLY.	1.00	EA 495.00	495.00
22	FH ASSBLY.	4.00	EA 2500.00	10000.00
23	STREET SIGN	1.00	EA 175.00	175.00
24	TIMBER BARRICADE	1.00	EA 850.00	850.00
25	2X6 REDWOOD HOBD.	44.00	LF 4.00	176.00
26	STREET LIGHT SYSTEM	1.00	LS 10000.00	10000.00
27	UG UTILITY SYSTEM	1.00	LS 0.00	0.00
** TOTAL **				311500.00

1. Exhibit "A" attached to and made a part of this Bid Proposal.
2. If 12" pit run required under C & G/sidewalk add \$11,500 to the foregoing total price.

R.C. COLLET, INC.

Thomas E. Inks,
Vice-President

SPECIAL CONDITIONS

Project: Morrison Creek Business Park - A122Date: September 5, 1986

1. Prices are based on award of all items of work listed in this proposal.
2. Work shall be completed in accordance with our schedule, weather and ground conditions permitting during normal working shifts.
3. All work is to be performed with conventional grading equipment with no allowance for specialized work or phasing when abnormal site conditions exist or result because of weather or other unknown conditions.
4. R.C. Collet, will not be responsible for cracked or broken concrete caused by soil conditions or other parties.
5. The dirt is to balance on site, no import or export, excavation to be spread on lots, no compaction.
6. Site is to be graded during the initial grading operation and prior to any underground or building construction. No regrading.
7. Sewer, storm drain and water system shall be completed prior to any onsite building construction or other utility installation.
8. All storm drain and sewer pipe shall be measured from center-of-manhole to center-of-manhole for final quantity determination.
9. All labor and equipment costs resulting in delays from plan errors/revisions or staking errors by others will be paid on an equipment rental basis.
10. Utility trenches are to be backfilled and compacted by means of jetting. Structural backfill is excluded unless specifically required by the soils report on specifications.
11. Prices are subject to review of final approved plans and soils report.
12. Removal of wood frame house, well, septic tank is included.

Bid Proposal excludes the following:

1. Costs of permits, testing, fees and bonds.
2. Field staking.
3. Clearing not specifically shown on the contract drawings.
4. All costs associated with the relocation or removal of existing utilities.
5. Removal of excess spoils from building foundations or others utility trenches.
6. Any liabilities associated with using asbestos cement pipe if/as required in the specifications.
7. Excluded is item 27, underground utility system.
8. Lot grading.

This proposal assumes the material below subgrade elevation is movable with scrapers and compatible by normal means, is stable, dry and otherwise suitable for base, paving and all work to be performed. In the event the material below subgrade, in the sole opinion of the Contractor, does not conform to the aforementioned conditions or is not stable for proceeding with the work, Contractor shall have no obligation to proceed until the Owner, in writing, either (1) directs Contractor to continue work and agrees to assume all liability and indemnify Contractor against all cost and expense for correcting, repairing and/or redoing such work; or any part thereof, if required by a governmental agency or third party whose acceptance of the work is necessary; (2) directs Contractor to correct such condition, which corrective work shall be extra work for which the Owner shall pay Contractor as agreed and set forth in written directions to correct such condition.

This is a proposal only for the purpose of establishing a price for the work as outlined. In the event we are low bidder, a formal contract suitable to both parties shall be prepared and fully executed, and neither party shall be bound until the contract is executed. This proposal is good for thirty (30) days after which time R.C. Collet, Inc., reserves the right to review the proposal for any price changes.

R.C. COLLET, INC.
License NO. 244215

