

## REEDLEY CITY COUNCIL

- ☒ Consent
- ☐ Regular Item
- ☐ Workshop
- ☐ Closed Session
- ☐ Public Hearing

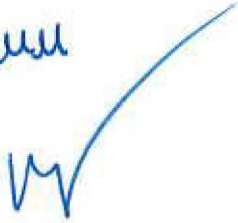
ITEM NO: 6

**DATE:** January 14, 2020

**TITLE:** APPROVE AND AUTHORIZE CITY MANAGER TO SIGN AN IMPROVEMENT AGREEMENT WITH UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY IN RELATION TO OUTSTANDING PUBLIC IMPROVEMENTS ASSOCIATED WITH SITE PLAN REVIEW 2018-6 (PHASE ONE OF SITE PLAN REVIEW 2017-3)

**SUBMITTED:** Rob Terry   
Community Development Director

Marilu Morales   
City Engineer

**APPROVED:** Nicole R. Zieba   
City Manager

### RECOMMENDATION

Authorize and Approve the City Manager to make non-substantive changes to the attached draft improvement agreement and sign final agreement with United Health Centers of the San Joaquin Valley in relation to outstanding public improvements associated with Site Plan Review 2018-6 (Phase One of Site Plan Review 2017-3).

### EXECUTIVE SUMMARY

United Health Centers of the San Joaquin Valley is requesting to enter into an improvement agreement with the City relating to improvements for Site Plan Review 2018-6 (Phase One of Site Plan Review 2017-3), which approved the placement of a new medical facility at the northeast corner of Manning and Buttonwillow Avenues. The agreement is being sought to (1) identify and secure bonding for outstanding public improvements, (2) allow for final inspections and occupancy of the building prior to the completion of said improvements, and (3) provide indemnification and liability protection for the City during the extended construction period following occupancy allowance.

### BACKGROUND

Site Plan Review 2017-3, which pertains to the master planning of approximately 19.076

gross acres of commercially designated land at the northeast corner of Manning and Buttonwillow Avenues, was approved by the Reedley City Council on June 12, 2018, via Resolution 2018-060; associated with Annexation Application No. 2017-2 and Environmental Assessment 2017-7. On July 9, 2018, Site Plan Review 2018-6 was approved by staff, which identifies specific Phase One development details for Site Plan Review 2017-3, in accordance with the previous approval.

Because Site Plan Review's do not include a final map process, an improvement agreement was not sought at the time of SPR approval, as a Certificate of Occupancy can be held until completion of all required improvements has been achieved. However, the applicant notified the City that vendor delays for off-site traffic light infrastructure were impacting the overall project schedule 4-6 weeks beyond the current early-January 2020 completion timeline, and that such delays could have significant negative impacts on the applicant's financing and licensing processes. As such, a request was made to the City to allow for occupancy prior to the completion of all public improvements to avoid such impacts. To accommodate such a request, the City would require (1) an updated traffic control plan to address the movement of traffic adjacent to the site during the extended construction period, (2) an improvement agreement that secures bonding for all outstanding improvements, and (3) language within the agreement that would ensure the applicant would protect, indemnify, and hold the City harmless for any accident, occurrence, loss, or damage that may take place during the extended construction and/or delay period. The applicant has provided an updated traffic control plan, which has been reviewed and approved by the City Engineer, and is included as Exhibit A within the draft improvement agreement. Language addressing performance bonding and indemnification and protection is also included within the draft agreement, attached for Council's review and approval.

To date, all other Conditions of Approval have been appropriately addressed by the applicant.

#### **FISCAL IMPACT**

All fees associated with Site Plan Review 2018-6 have been paid by the applicant prior to the requested improvement agreement actions.

#### **PRIOR COUNCIL ACTIONS**

City Council approved SPR 2017-3 on June 12, 2018, via Resolution 2018-060. No additional Council actions have been taken in relation to this project since that time.

#### **ATTACHMENTS**

1. Draft Improvement Agreement for Site Plan Review 2018-6 (Phase One of Site Plan Review 2017-3)

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

Recorded by and for the  
benefit of, and When  
Recorded Mail to:

City of Reedley  
Community Development Department  
1733 9<sup>th</sup> Street  
Reedley, CA 93654

---

Exempt from recording fees – Gov. Code Section 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**IMPROVEMENT AGREEMENT FOR PUBLIC RIGHTS-OF-WAY FOR SITE PLAN  
REVIEW 2018-6 (PHASE ONE OF SPR 2017-3)**

This Improvement Agreement ("Agreement") is made and entered into effective on January 14, 2020 ("Effective Date"), by and between the City of Reedley, a municipal corporation, hereinafter referred to as "City" and UNITED HEALTH CENTERS OF THE SAN JOAQUIN VALLEY, a California Domestic Non-profit Corporation, hereinafter referred to as "Developer".

**RECITALS**

WHEREAS, Developer is engaged in developing a portion of land, situated in the City of Reedley, County of Fresno, State of California; and

WHEREAS, Site Plan Review 2018-6 (SPR 2018-6), which is Amendment 1 to Site Plan Review 2017-3 approved by the Reedley City Council via Resolution 2018-060, which Plan is hereby referred to and by such reference incorporated herein; and

WHEREAS, the City requires, as a condition precedent to final inspection and/or issuance of a Certificate of Occupancy, the completion of all conditions of approval for SPR 2018-6, including the construction, installation and dedication of public improvements within the public right-of-way along the bounds of SPR 2018-6; and

WHEREAS, Developer has requested a final inspection and Certificate of Occupancy prior to the completion of said public improvements due to vendor delivery delays of infrastructure to be installed off-site; and

WHEREAS, Section 11-3-12 of the Reedley Municipal Code allows, as a condition to City's approval of a final parcel map, for the City to require Developer to enter into an improvement agreement which provides for the Developer to complete improvements within a reasonable time following approval of a final parcel map, if the city council finds that such completion is necessary for the public health or safety or is a necessary prerequisite to orderly development of the surrounding area,

WHEREAS, the City desires to utilize this same mechanism to ensure timely and orderly completion of a major intersection within the city to serve the SPR 2018-6 site and community, as a



whole; and

WHEREAS, the City has required Developer to submit a detailed traffic control plan covering the additional time period between the issuance of a Certificate of Occupancy and the completion of off-site improvements, which has been reviewed and approved by the City Engineer, and is attached hereto as Exhibit "A"; and

WHEREAS, by entering into this Agreement, the City Council hereby finds that completion of the improvements for the Plan as set forth in the improvement plans described in this Agreement a necessary prerequisite to orderly development of the surrounding area.

NOW, THEREFORE, in consideration of the foregoing recitals which are a substantive part of this Agreement, Developer and the City do hereby mutually agree as follows:

### **AGREEMENT**

1. Developer shall, at its own cost and expense, construct all of the improvements, furnish all the materials and do all the work herein above hereinafter mentioned, all in accordance with the Standard Specifications of the City, and in accordance with and to the extent provided in those certain plans entitled "Reedley Clinic UHC" prepared by QK, Inc., approved by the City Engineer and now on file in the office of the said City Engineer ("the Plans"), to which Plans reference is hereby made, and the same are hereby adopted and incorporated herein the same as if fully set forth herein verbatim, and in compliance with the provisions of Title's 8, 10 and 11 of the Reedley Municipal Code relating to regulations and standards for the development of land in said City and for the preparation and presentation of site plan review, parcel and/or subdivision maps therefor and in accordance with the outstanding listed items set forth on the Engineer's Estimate "Probable Construction Cost Estimate 170330 Reedley UHC Off-Site Improvements", revised as of 1/14/20 attached hereto and made a part hereof as Exhibit "B". Developer hereby agrees that the improvements required to be installed as set forth herein are necessary and will materially benefit the property within the Plan and shall complete the same no later than two (2) months from the Effective Date of this Agreement.

The Developer shall provide on-site improvements subject to review and approval of the City. For purposes of this agreement, the term "improvements" shall mean only improvements in the public rights-of-way easements and property for streets, sidewalks, median islands, storm drains, sewer mains, water mains, landscaping, utilities and related facilities.

The Developer shall install all improvements specified in the Plans. In addition to said improvements, Developer shall install all improvements required by and otherwise comply with the Conditions of Approval associated with SPR 2018-6.

2. Any work required under this Agreement and not mentioned in the above-described Plans

and specifications shall be constructed in accordance with the Standard Specifications of the City. If the City has no Standard Specifications for any of said work, it is agreed that the same shall be done and performed in accordance with the most current "Standard Specifications of the State of California, Division of Highways". All of said work, improvements and materials shall be completed, performed and installed under the supervision of and to the satisfaction of the City Engineer of the City.

3. Developer shall provide for the installation of all gas, electric, telephone, Cable T.V., private irrigation pipelines and other public utility lines and facilities and shall grant easements therefor. All underground utilities and improvements in streets and/or alleys shall be installed before surfacing of said streets and alleys. The Developer shall comply with all requirements of Title 11 of the Reedley Municipal Code concerning installation of Cable T.V. and/or internet lines and facilities, and shall give all notices required by that title.

4. Consistent with language in Reedley Municipal Code 11-2-11F, in order to secure for the City the faithful performance by Developer of all work and the construction of all improvements mentioned in this Agreement including the placement of all monuments as per SPR 2018-6, within the time herein specified, Developer shall furnish the following to the City:

- i. a good and sufficient surety bond or other security acceptable to City securing the faithful performance of all work and the construction of all improvements herein mentioned in this agreement within the time specified and in the sum of three hundred thirty thousand, seven hundred thirty dollars and no cents (\$330,730.00); plus an amount for cost and reasonable expenses and fees, including reasonable attorney's fees incurred by the City to enforce the secured obligation; and

Before acceptance of the improvements and the release of the faithful performance bond and the labor and materials bond, the Developer shall file with the City Clerk a surety bond or other security acceptable to the City to guarantee the repair of any of the improvements which may be found to be defective in work, labor, or materials within one (1) year after the written acceptance of the improvements by the City. Said Security shall be for thirty three thousand, seventy three dollars and no cents (\$33,073.00), plus an amount for cost and reasonable expenses and fees, including reasonable attorney's fees incurred by the City to enforce the secured obligation; and

All bonds required by this section shall be issued by a corporate surety authorized to do surety business in California and shall be on forms acceptable to the City.

5. The Developer shall indemnify, defend and hold the City, its officials, officers, employees, agents, and volunteers harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities (including without limitation reasonable attorney fees and costs of

litigation) of every nature arising out of or alleged to arise out of a dangerous condition of public property or the lack of a traffic control signal or other traffic control device during the period of time from the issuance of a certificate of occupancy for UHC's facility at 1790 E. Manning Ave. and the time in which the required traffic signal is completed and accepted by the City at the intersection of Manning and Buttonwillow Avenues, except to the extent such damages, losses, expenses, or liabilities are caused by the negligence of the City or City's officials, officers, employees, agents, or volunteers.

6. The Developer shall protect, indemnify, and hold harmless the City, its officers, employees and volunteers thereof from any and all liability or claims (in contract, tort, strict liability or otherwise, including but not limited to personal injury, death at any time or property damage), because of or arising out of Developer's performance of this Agreement, or out of, any accident, occurrence, loss, damage or happening occurring upon or arising out of the construction of any of the improvements herein or the use by any person of any patent or patented articles in the construction of said work or improvements. The forgoing obligations shall survive completion or termination of this Agreement. The Developer agrees that the use of any and all streets and improvements herein above specified shall be, at all times prior to the final acceptance of said improvements by the City Council, the sole and exclusive risk of the Developer. The issuance of any occupancy permits by City for buildings located within the said area shall not be construed in any manner to be an acceptance and approval of any or all of said streets and/or improvements in said area.

7. Developer, before commencing work pursuant to this Agreement, shall obtain and maintain in full force and effect during the performance of the work at his own expense and risk, policies of insurance as follows and shall furnish evidence of such insurance by filing a certificate of insurance with the City Clerk. Such insurance shall name the City of Reedley, its Council, officers, officials, employees and volunteers as insured or additional insureds, and shall indemnify the City and said persons against liability for loss or damage for personal injury including death, and property damage occasioned by the operations of the Developer or its employees, contractors or subcontractors under the terms of this agreement in the minimum limits as follows:

- i.
  - a) **General Liability.** \$2,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - b) **Automobile Liability.** \$2,000,000 combined single limit per accident for bodily injury and property damage.
  - c) **Worker's Compensation and Employer's Liability.** Worker's

compensation limits as required by the Labor Code of the State of California and Employer's Liability limits of \$1,000,000 per accident.

ii. The policies are to contain, or be endorsed to contain, the following provisions:

a) General Liability and Automobile Liability Coverages.

i) The City, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of activities performed by or on behalf of the Developer, products and completed operations of the Developer, premises owned, occupied or used by the Developer, or automobiles owned, leased, hired or borrowed by the Developer. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, or volunteers.

ii) The Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.

iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

iv) The Developer's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

b) Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Developer under this agreement.

c) All Coverages. Each insurance policy required by this clause shall be issued by a corporate insurer authorized to do insurance business in California and shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Such notice requirement shall not contain "shall endeavor", "best efforts" or similar qualifiers.

iii. Verification of Coverage. Developer shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The



certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Where by statute the City's worker's compensation-related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If such insurance is provided in either case by a policy or certificate which covers the Developer or other entity or person than the City, such policy shall contain the standard form of cross liability endorsement. Such insurance shall also specifically insure contractual liability assumed by Developer under the terms of this agreement.

8. Time is of the essence of this Agreement; provided, however, that in the event good cause is shown therefor to the City by Developer, City may extend the time in which the aforementioned improvements may be made and completed under this agreement. Such an extension would be processed as an amendment to this Agreement, and agreed upon both all signing parties. Said extensions of time, if any, may be granted without notice to the surety and any extensions so granted shall not relieve the surety bond or other security deposited with the City given to secure Developer's performance under this agreement. City shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension of time hereunder.

9. All pipes and monuments within the project area, and indicated on SPR 2018-6, hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Developer by the time of the final inspection of the improvements hereunder by the City.

10. It is agreed that title and ownership of any improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such improvements by the City Council.

11. It is mutually understood and agreed that neither Developer nor any of its agents, employees or contractors are or shall be considered to be agents of the City in connection with the performance of Developer's obligations under this agreement.

12. Developer shall pay to the City, for all engineering, inspection and other services provided by City in accordance with this development, amounts as set forth by adopted City ordinance and resolution in effect at time of payment. City shall, at the completion of the improvements provided for herein, furnish the Developer with a statement of all charges for services performed by the City in the event said actual costs exceed the payment previously made by Developer for such services. The Developer shall complete payment for such charges within thirty (30) days after receipt of such statement of actual costs.

13. Developer agrees that if, within a period of eighteen (18) months after final acceptance of the work done under this Agreement, any improvements or part of any improvement furnished and/or



installed or constructed or caused to be constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the Plans and other plans and specifications referred to herein, Developer shall, without delay and without any cost to the City, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or improvements. The terms of this section shall not apply to any damage caused by acts of God. Should Developer fail to act promptly or in accordance with this requirement, or fail to do the construction as agreed upon herein, or should the exigencies of the case require repairs or replacements to be made before the Developer can be notified, the City may, at its option, make the necessary repairs or replacements or perform the necessary work and the Developer shall pay to the City the actual cost of such repairs plus thirty percent (30%) to cover the City's indirect and overhead costs. If the Developer fails to pay to the City the cost repairs plus thirty percent (30%), the City may, without limiting the Developer's liability therefor, file a claim against the bond posted to guarantee and warrant the work.

14. The Developer and his contractors shall pay when due for any materials, wages, subcontracts, labor, provisions, or other supplies and items used in conjunction with the work performed for the subject area including, but not limited to, unemployment insurance and any other incidentals arising out of any necessary work or labor.

15. The Developer shall comply with all Street, Plumbing, Building, Electrical, Zoning Codes and any other applicable Codes, ordinances, standards and regulations of the City. Developer shall submit the proposed conditions, covenants, and restrictions to sales of lots within this area to the City for review and approval prior to any execution thereof.

16. If Developer fails to construct the improvements upon the terms and within the time required, City may complete or cause completion of the required improvements and assess the actual cost of completing the required improvements and file a claim against the bond posted to secure faithful performance of the works.

17. When the improvements are completely installed and accepted by the City Council and there is full performance pursuant to this agreement, City agrees to release Developer and the described property from further obligation under this Agreement through the acceptance of a Notice of Completion, or other such action; except for those obligations, including but not limited to Section 6 and 13, that by their nature continue after termination or completion of this Agreement.

18. All covenants in this Agreement shall pertain to and run with the described real property and shall apply to, bind, and inure to the parties and the contractors, heirs, executors, administrators, assigns or successors in interest of the respective parties hereto.


19. Any notice required by law or by this Agreement shall be given by personal delivery of first class U.S. Mail. Notice by personal delivery will be effective on delivery and notice by mail will be considered

effective three days after it is deposited in the U.S. Mail, postage paid, addressed to the City of Reedley, 1733 Ninth Street, Reedley, CA 93654 or to Developer, United Health Centers of the SJV 3875 W. Beechwood Avenue Fresno, CA 93722, at their respective addresses as of the date of this Agreement, unless written notice of change or address has been received by the other party. If any action is required to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees to be determined by a Court.

20. The Developer shall have a record drawing prepared by a civil engineer which denotes the final disposition of the improvements as constructed for water, sewer, storm drain, curb and gutter, and streets. Said "as-built" drawing shall be prepared and submitted to, and approved by, the City Engineer prior to the City Council's acceptance of the improvements.

IN WITNESS WHEREOF, the parties have signed this agreement to be effective as of the Effective Date in the opening paragraph.

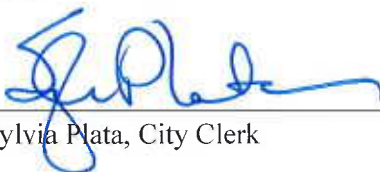
CITY OF REEDLEY, a municipal corporation

BY:   
\_\_\_\_\_  
Nicole R. Zieba, City Manager  
(Notary Acknowledgement to be Attached)

UNITED HEALTH CENTERS OF THE SAN  
JOAQUIN VALLEY, a California Domestic Non-  
profit Corporation

BY:   
\_\_\_\_\_  
Justin Preas, Deputy Chief Executive Officer  
(Notary Acknowledgement to be Attached)

ATTEST:

BY:   
\_\_\_\_\_  
Sylvia Plata, City Clerk

APPROVED AS TO FORM:

BY:   
\_\_\_\_\_  
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY:   
\_\_\_\_\_  
Rob Terry,  
Community Development Director

**Contractor to Set Up  
Contractor to Maintain  
All Traffic Control Will Meet MUTCD Standards**

CONSTRUCTION SUBMITTAL REVIEW

commented recently by City of Berkeley Engineering Department. The plans include the general contractor, with the design concept of the project and several compliance with the plans and requirements and shall not be construed as relieving the Contractor of full responsibility for providing reasonable assurance and work required by the Contractor the proper fitting, and installation of the vault, the accuracy and completeness of the submittal, including fabrication processes and techniques of construction, and providing for each to a safe manner.

☒ No exception taken  
☐ Make corrections noted  
☐ Revise and resubmit  
☐ Rejected  
☐ Not reviewed

CITY OF BETHLEHEM

12/26/2019

PHASE 1 OF 3

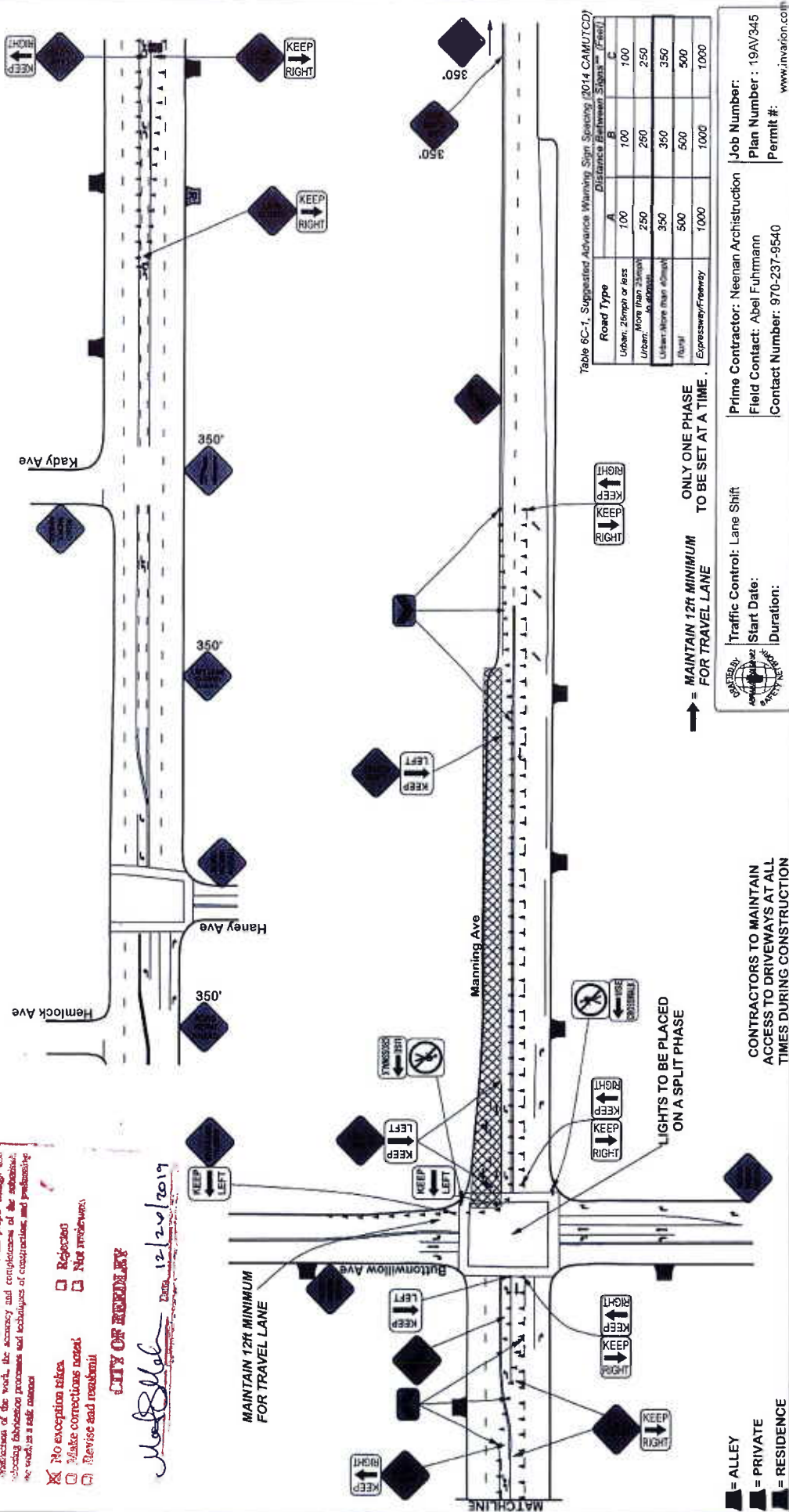


Table 6C-1. Suggested Advance Warning Sign Spacing (2014 CAMUTCD)

	A	B	C
Urban: 25 mph or less	100	100	100
Urban: More than 25 mph	250	260	250
Urban: More than 40 mph	350	350	350
Rural	500	500	500
Expressway/Freeway	1000	1000	1000

**↑ = MAINTAIN 12H MINIMUM**

**Job Number:**  
**Plan Number:** 19AV345  
**Permit #:**

**Prime Contractor:** Neenan Archistruction  
**Field Contact:** Abel Fuhrmann  
**Contact Number:** 970-237-9540

TRAFFIC CONTROL: Lane Shift  
Start Date:  
Duration:

**CONTRACTORS TO MAINTAIN ACCESS TO DRIVEWAYS AT ALL TIMES DURING CONSTRUCTION**

**■ = ALLEY**  
**■ = PRIVATE**  
**■ = RESIDENCE**



Contractor to Set Up  
 Contractor to Maintain  
 All Traffic Control Will Meet MUTCD Standards



PHASE 2 OF 3

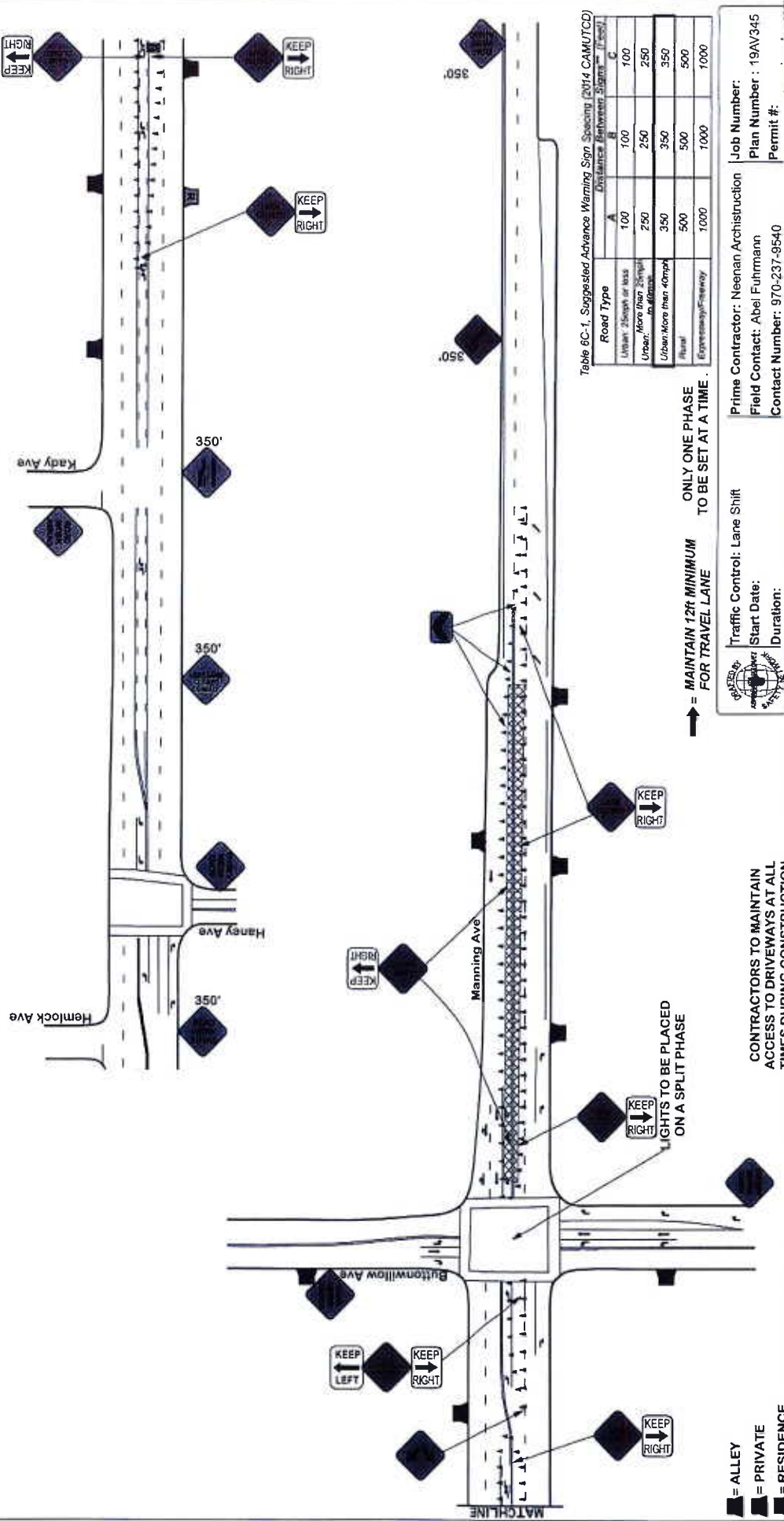


Table 6C-1, Suggested Advance Warning Sign Spacing (2014 CAMUTCD)

Road Type	A	B	C
Urban: 25 mph or less	100	100	100
Urban: More than 25 mph	250	250	250
Urban: More than 40 mph	350	350	350
Rural	500	500	500
Expressway/Arterial	1000	1000	1000

ONLY ONE PHASE  
 TO BE SET AT A TIME  
 → = MAINTAIN 12ft MINIMUM  
 FOR TRAVEL LANE

Neenan Archstruction

Job Number: 19AV345

Field Contact: Abel Fuhrmann

Permit #: 970-237-9540

www.invaion.com

Traffic Control: Lane Shift

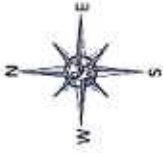
Start Date:

Duration:

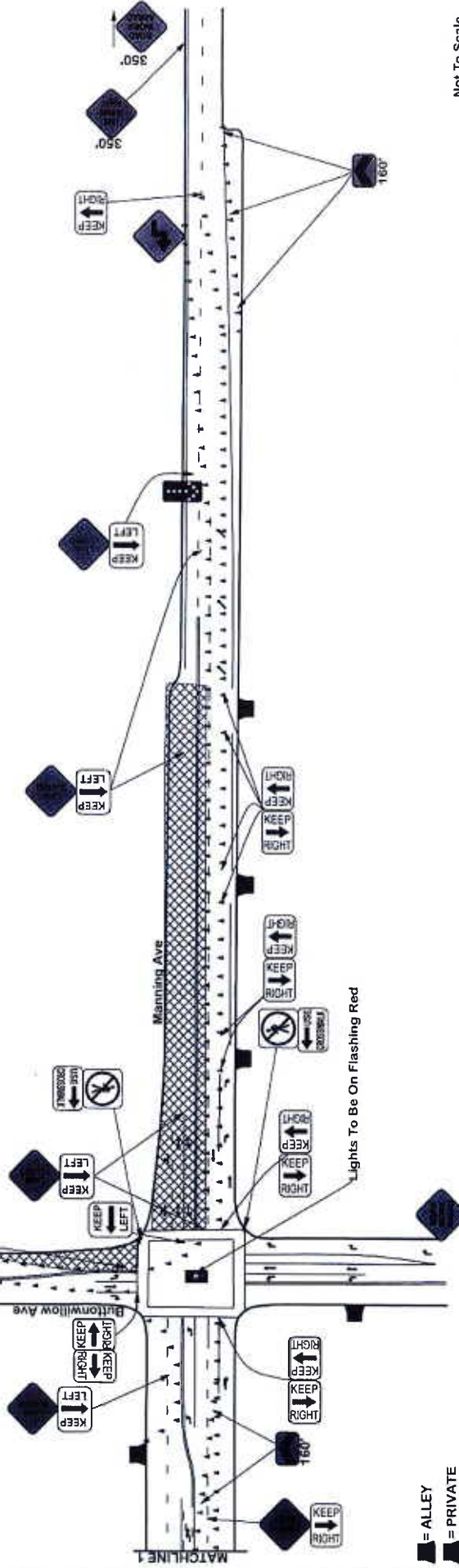
CONTRACTORS TO MAINTAIN  
 ACCESS TO DRIVEWAYS AT ALL  
 TIMES DURING CONSTRUCTION

■ = ALLEY  
 ■ = PRIVATE  
 ■ = RESIDENCE

Contractor to Set Up  
Contractor to Maintain  
All Traffic Control Will Meet MUTCD Standards



Phase 3 of 3  
Page 1 of 2



■ = ALLEY  
■ = PRIVATE  
■ = RESIDENCE

➔ = MAINTAIN 12ft MINIMUM  
FOR TRAVEL LANE

Table 6C-1. Suggested Advance Warning Sign Spacing (2014 CAMUTCD)

Road Type	A	B	C
Urban: 25 mph or less	100	100	100
Urban: 35 mph	250	250	250
Urban: 45 mph	350	350	350
Urban: 55 mph	500	500	500
Rural	1000	1000	1000
Expressway/Freeway	1000	1000	1000



Traffic Control: Lane Shift  
Start Date:  
Duration:

Prime Contractor: Neenan Archistruction  
Field Contact: Abel Fuhrmann  
Contact Number: 970-237-9540

Job Number:  
Plan Number : 19AV353  
Permit #:





# Exhibit B

PROBABLE CONSTRUCTION COST ESTIMATE				Project No. 170330	
170330 REEDLEY UHC OFF-SITE IMPROVEMENTS				Quad Knopf	
MERCED, CA				2816 Park Avenue	
				Merced, CA 95348	
ITEM	QUANTITY		DESCRIPTION	UNIT PRICE	AMOUNT
SITE IMPROVEMENTS					
1	1	LS	MOBILIZATION	\$20,000.00	\$20,000
2	1	LS	SAWCUT, DEMOLITION, REMOVAL AND DISPOSAL	\$15,000.00	\$15,000
3	1	LS	NEW TRAFFIC SIGNAL & MODIFICATIONS	\$76,530.00	\$76,530
4	5	EA	STREET LIGHTS & ELECTRICAL	\$10,000.00	\$50,000
5	1	LS	GRINDING EXISTING STRIPING	\$5,000.00	\$5,000
6	1	LS	NEW STRIPING	\$12,000.00	\$12,000
7	1	LS	TRAFFIC CONTROL	\$10,000.00	\$10,000
8	620	LF	NEW CONCRETE CURB AND GUTTER	\$15.00	\$9,300
9	6,790	SF	NEW CONCRETE SIDEWALK	\$11.00	\$74,690
10	1,382	SF	NEW RAISED MEDIAN (STAMPED)	\$20.00	\$27,640
11	8,440	SF	NEW ASPHALT PAVEMENT IN PUBLIC ROW	\$10.00	\$84,400
12	1	EA	NEW ACCESSIBLE RAMP	\$5,000.00	\$5,000
13	4,380	SF	AC SECTION TRENCH REPLACEMENT	\$13.00	\$56,940
14	22,580	SF	SLURRY SEAL	\$2.00	\$45,160
15	315	LF	NEW 12" WATER MAIN	\$85.00	\$26,775
16	1	EA	NEW 1" LANDSCAPE WATER SERVICE AND METER	\$2,500.00	\$2,500
17	1	EA	NEW 2" DOMESTIC WATER SERVICE, METER, & BACKFLOW	\$6,000.00	\$6,000
18	3	EA	NEW 12" GATE VALVE	\$4,000.00	\$12,000
19	1	EA	CONNECT TO EXISTING 6" MAIN (END TO END)	\$2,500.00	\$2,500
20	4	EA	CONNECT TO EXISTING 6" MAIN (HOT TAP)	\$5,000.00	\$20,000
21	1	EA	NEW 6" FIRE SERVICE WITH BACKFLOW DEVICE, DETECTOR CHECK AND BYPASS METER	\$10,000.00	\$10,000
22	280	LF	NEW 18" SEWER MAIN	\$85.00	\$23,800
23	1	EA	NEW 4" SEWER SERVICE LATERAL	\$1,500.00	\$1,500
24	3	EA	NEW SEWER MANHOLE	\$5,000.00	\$15,000
25	1	EA	<del>NEW SEWER CLEANOUT</del>	\$3,500.00	\$3,500
26	420	LF	NEW 18" STORM DRAIN PIPE	\$85.00	\$35,700
27	1	EA	NEW STORM DRAIN INLET	\$4,500.00	\$4,500
28	2	EA	NEW STORM DRAIN MANHOLE	\$6,000.00	\$12,000
29	2	EA	FIRE HYDRANT, 6" GATE VALVE & PVC PIPE	\$8,000.00	\$16,000
30	1	LS	SHORING, SHEETING & BRACING	\$10,000.00	\$10,000
SUBTOTAL COST OF IMPROVEMENTS					\$713,435
Contingency 15%					\$107,015

TOTAL OF IMPROVEMENTS

\$820,450

Cost estimate Rev. 1 1-14-20  
Assume (LOW) \$330,730

Revise & Resubmit

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

On January 14, 2020 before me, Sylvia B. Plata, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Nicole R. Zieba  
Name(s) of Signer(s)

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sylvia B. Plata  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Improvement Agreement

Document Date: 1-14-2020 Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**
**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

 County of Fresno

On January 15, 2020 before me, Mary Lou Lopez, Notary Public  
*Date Here Insert Name and Title of the Officer*  
 personally appeared Justin Preas  
*Name(s) of Signer(s)*

who 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 signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Signature of Notary Public*

Place Notary Seal and/or Stamp Above

**OPTIONAL**

*Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

 Title or Type of Document: Improvement Agreement or Public Right of Way for site Plan Review 2018-6 Reedley

 Document Date: January 14, 2020 Number of Pages: 08

 Signer(s) Other Than Named Above: None
**Capacity(ies) Claimed by Signer(s)**

 Signer's Name: Justin Preas

- ☐ Corporate Officer – Title(s): Deputy CEO  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_

 Signer is Representing: United Health Centers  
of the San Joaquin Valley

Signer's Name: \_\_\_\_\_

- ☐ Corporate Officer – Title(s): \_\_\_\_\_  
☐ Partner – ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian of Conservator  
☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_