




DATE SUBMITTED 8/8/2018  
 SUBMITTED BY COMMUNITY DEVELOPMENT DIRECTOR  
 DATE ACTION REQUIRED 8/15/2018

COUNCIL ACTION (x)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION ( )  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS ( )

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: DISCUSSION/ACTION: RUSSELL COURT SUBDIVISION UNIT 1  1. APPROVE FINAL MAP AND SUBDIVISION AGREEMENT FOR RUSSELL COURT SUBDIVISION UNIT 1	
DEPARTMENT INVOLVED: COMMUNITY DEVELOPMENT	
BACKGROUND/SUMMARY: Staff completed its review of the Final Map for Rusell Court Subdivision Unit 1 and finds all items acceptable. The approved cost estimate for required off-site improvements is \$1,858,839.51 which is included in the Subdivision Agreement. Security for the off-site improvements will be in the form of a Corporate surety bond.	
FISCAL IMPACT: NO FISCAL IMPACT	ADMIN SERVICES SIGN INITIALS <u></u>
STAFF RECOMMENDATION: Staff recommends approval of the Final Map.	DEPT. INITIALS <u></u>
MANAGER'S RECOMMENDATION:	CITY MANAGER'S INITIALS <u></u>
MOTION:	
SECONDED: AYES: NAYES: ABSENT:	APPROVED ( )      REJECTED ( ) DISAPPROVED ( )      DEFERRED ( ) REFERRED TO:

August 3, 2018

**Jose Carlos Romero**  
**Pro Terra Engineering & Surveying**  
**444 South 8th Street**  
**El Centro, CA 92243**

Re: 4th Technical review of Final Map - Russell Court Subdivision, Imperial, CA

**Mr. Romero:**

Thank you for your latest submittal of the above referenced final map. We have no further comments and you may produce the Mylar for my stamp and signature. After you print the Mylar please deliver it to DDE's offices to the attention of Carlos Corrales and he will forward it to me.

If you have any questions please feel free to contact us.

Best regards,

For: Development Design & Engineering, Inc.



By: Gordon Olson P.E., P.L.S. - Acting City Surveyor  
Desert Surveying & Engineering  
670 East 32<sup>nd</sup> Street-Suite 2  
Yuma, AZ 85364



Cc: Carlos Corrales, PE, PLS

Enc: 4th Plan check set of FM "redlines" for sheets 1, 2, 3 and 4



**SUBDIVISION AGREEMENT AND IMPROVEMENT SECURITY  
(CITY OF IMPERIAL)**

(Government Code Section 66462 and Section 66463)

- (S1) Subdivision: Russell Court Subdivision Unit 1
- (S2) Effective Date: August 15, 2018
- (S3) Completion Period: August 15, 2018 – August 15, 2019

THESE PARTIES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CITY COUNCIL

SUBDIVIDER  
NANCE HOMES INC.

By \_\_\_\_\_

By \_\_\_\_\_

APPROVAL RECOMMENDED:

FORM APPROVED - CITY ATTORNEY:

By \_\_\_\_\_  
Othon Mora, Community Development Director

By \_\_\_\_\_  
Dennis Morita, City Attorney

(NOTE: All signatures to be acknowledged.  
If Subdivider is incorporated, signatures  
must conform with the designated  
representative groups pursuant to  
Corporations Code §313).

.....

1. PARTIES, DATE AND LEGAL DESCRIPTION. Effective on the above date, the City of Imperial, California, hereinafter called ("City"), and the above named Subdivider, mutually promise and agree as follows concerning this Subdivision. The legal description for this Subdivision is attached hereto as Appendix A.

2. IMPROVEMENTS. Subdivider agrees to install certain improvements (both public and private), including the following: road, drainage, signs, (including appurtenant equipment), water, sewer and such other improvements as required by City ordinance or regulation, conditions of approval for the Subdivision, mitigation measures set forth in environmental documentation, engineer's estimates and as shown on improvement plans for this Subdivision as reviewed and on file with the City of Imperial, Public Works Department (including future amendments thereto).

Subdivider shall complete all of said Work and improvements (hereinafter called "Work") within the above completion period as required by the California Subdivision Map Act (Government Code Section 66410 and following), in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the City Code and rulings made thereunder; and where there is a conflict between the improvement

plans, City Code or conditions of approval, the stricter requirements shall govern.

3. IMPROVEMENT SECURITY: Upon executing this Agreement, the Subdivider shall, pursuant to Government Code Section 66499, and the City Code, provide as security to the City:

A. For Performance and Guarantee of the Work: Corporate surety bond in a form acceptable to City in the sum of One Million, Eight-Hundred Fifty Eight Thousand, Eight-Hundred Thirty Nine Dollars and Fifty One Cents (\$1,858,839.51), which represents the estimated cost of the Work.

With this security, the Subdivider guarantees performance of all of the Work under this Agreement and maintenance of the Work for one (1) year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance. Engineer's estimates are for the purpose of estimating the cost of the Work for establishing the dollar value of the security and shall not define or limit the scope of the Subdivider's or surety's obligations to perform all of the Work under this agreement. The warranty period begins to run only upon completion of all of the Work called for by this agreement and acceptance of such Work as completed by the City.

B. For Payment: Corporate surety bond in a form acceptable to City in the sum of One Million, Eight-Hundred Fifty Eight Thousand, Eight-Hundred Thirty Nine Dollars and Fifty One Cents (\$1,858,839.51), which represents one hundred percent (100%) of the estimated cost of the Work.

With this security, the Subdivider guarantees payment to the contractor, to his subcontractors, and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

C. Upon acceptance of the Work as complete by the City Council and upon request of the Subdivider, the amount of the securities may be reduced in accordance with the Government Code Sections 66497, et. seq. The improvement security required herein for faithful performance of this Agreement may be reduced in amount, but not more often than once per month, as the Work of improvement is completed. In no event shall this security be reduced until progress reports are submitted to the City, and the City determines that the Work in fact has been completed and the amount by which the security shall be reduced. The determination by the City as to the completion of Work or improvement and the amount by which the security shall be reduced shall be conclusive. The performance security shall not be reduced to an amount less than ten percent (10%) until the liability established by all parts and subsections of this Agreement is satisfied. Payment security may be reduced only in accordance with Government Code §66499.7.

4. GUARANTEE AND WARRANTY OF WORK. Subdivider guarantees that said Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the City Council accepts the Work as complete in accordance with Government Code Section 66499.7. Subdivider agrees to correct, repair, or replace, at his expense, any defects in said Work.

5. PLANT ESTABLISHMENT WORK. Subdivider agrees to perform plant establishment work for landscaping installed under this agreement. Said plant establishment work

shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control, and other work determined by the Public Works Department to be necessary to ensure establishment of plants.

Said plant establishment work shall be performed for a period of one (1) year from and after the City Council accepts the work as completed.

6. IMPROVEMENT PLAN WARRANTY. Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2. If, at any time before the City Council accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. NO WAIVER BY CITY. Inspection of the Work and/or materials, or approval of Work and/or materials or statement by any officer, agent or employee of the City indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of his obligation to fulfill this Agreement as prescribed; nor shall the City thereby be estopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY. Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefited and protected by this promise are the City and its elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before the City reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s) or other proceeding(s) concerning said liabilities and claims, excepting only those claims arising from the sole negligence of City.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to the Subdivider, contractor, subcontractor or any officer, agent or employee of one or more of these.

D. Non-Conditions. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied or reviewed any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. COSTS. Subdivider shall pay when due all the costs of the Work including inspections thereof and relocating existing utilities required thereby.

10. SURVEYS. Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the City Engineer before acceptance of any Work as complete by the City Council.

11. NON-PERFORMANCE AND COSTS. If Subdivider fails to complete the Work within the time specified in this Agreement and subsequent extensions, or fails to maintain the Work, the City may proceed to complete and/or maintain the Work by contract or otherwise, and Subdivider agrees to pay all costs and charges incurred by the City (including, but not limited to: engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Subdivider hereby consents to entry on the Subdivision property by the City and its forces, including contractors, in the event the City proceeds to complete and/or maintain the Work.

Once action is taken by City to complete or maintain the Work, Subdivider agrees to pay all costs incurred by the City, even if Subdivider subsequently completes the Work.

Should City sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, and all other expenses of litigation incurred by City in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. RECORD MAP. In consideration hereof, City shall allow Subdivider to file and record the Final Map for said Subdivision.

13. MONUMENTATION SECURITY. Subdivider shall file or deposit with the City a monument bond or security as applicable in an amount specified by the City Engineer pursuant to Sections 66496 and 66499 of the Government Code of the State of California.

14. ENGINEERING FEES. Subdivider to pay a fee based on a percentage of the estimated construction cost.

15. DATE OF COMPLETION. The completion of improvements required hereunder and the date of completion shall be determined and certified by the City Engineer.

16. FEES. Subdivider shall pay such fees as have been duly established by City.

**RUSSELL SUBDIVISION - PHASE 1 (40 LOTS)**

**Engineer's Cost Estimate "Off-Site" Improvements & Grading Plans**



City of Imperial

Exhibit 1 - Page 1/2

07/31/18 JCRomero

<b>"Off-Site" Improvements</b>		<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Cost</b>
<b>100</b>	<b>Earthwork</b>				
*	Clearing & Grubing	AC	\$ 3,000.00	8	\$ 24,000.00
*	Cut & Fill	CY	\$ 2.75	9,515	\$ 26,166.25
*	Import / Fill (THIS VOLUME WILL BE FROM THE RETENTION BASIN)	CY	\$ -	2,359	\$ -
*	Building Pads (55' x 80' = 4,400 SF x 40 Lots = 176,000 SF / 9 = 19,556 SY)	SY	\$ 5.15	19,556	\$ 100,713.40
				<b>Sub-Total</b>	<b>\$ 150,879.65</b>
<b>200</b>	<b>Sewer System</b>				
*	8" Sewer Line (4' to 6' deep = 414' + (4) 239' = 1,370')	LF	\$ 27.50	1,370	\$ 37,675.00
*	Sewer Manhole	EA	\$ 6,000.00	6	\$ 36,000.00
*	4" Sewer Service	EA	\$ 675.00	40	\$ 27,000.00
				<b>Sub-Total</b>	<b>\$ 100,675.00</b>
<b>300</b>	<b>Storm Drain System</b>				
*	18" Storm Drain Line	LF	\$ 45.00	89	\$ 4,005.00
*	12" Storm Drain Line (40' + 40' + 80')	LF	\$ 40.00	160	\$ 6,400.00
*	Storm Drain Manhole	EA	\$ 5,750.00	1	\$ 5,750.00
*	Catch Basin	EA	\$ 5,000.00	4	\$ 20,000.00
				<b>Sub-Total</b>	<b>\$ 36,155.00</b>
<b>400</b>	<b>Water System</b>				
*	12" Water Line	LF	\$ 37.00	577	\$ 21,349.00
*	12" Water Valve	EA	\$ 3,250.00	3	\$ 9,750.00
*	8" Water Line (550' X 2)	LF	\$ 25.00	1,100	\$ 27,500.00
*	8" Water Valve	EA	\$ 2,250.00	4	\$ 9,000.00
*	Fire Hydrant	EA	\$ 6,750.00	6	\$ 40,500.00
*	1" Water Service	EA	\$ 800.00	40	\$ 32,000.00
*	Install City Provided Water Meters	EA	\$ 250.00	40	\$ 10,000.00
				<b>Sub-Total</b>	<b>\$ 150,099.00</b>
<b>500</b>	<b>Sub-Grade Preparation</b>				
*	Curb & Gutter	LF	\$ 5.50	3,163	\$ 17,397.82
*	Concrete Crossgutter	SF	\$ 5.00	780	\$ 3,900.00
*	Concrete Driveway (W=20')	SF	\$ 1.00	7,200	\$ 7,200.00
*	Concrete Sidewalk (W=4.5')	SF	\$ 1.00	9,503	\$ 9,503.46
*	12" Sub-Grade under Pavement Section	SF	\$ 0.40	67,381	\$ 26,952.42
				<b>Sub-Total</b>	<b>\$ 64,953.70</b>
<b>600</b>	<b>Surface Improvements</b>				
	Curb & Gutter	LF	\$ 18.00	3,163	\$ 56,938.32
	Concrete Crossgutter	SF	\$ 6.00	780	\$ 4,680.00
	Concrete Driveway (W=20')	SF	\$ 5.50	7,200	\$ 39,600.00
	Concrete Sidewalk (W=4.5')	SF	\$ 4.50	9,503	\$ 42,765.57
	Accesible ADA Wheelchairramps	EA	\$ 950.00	8	\$ 7,600.00
	Pavement Section (3" AC / 9" Class II Base)	SF	\$ 4.20	67,381	\$ 283,000.37
	Striping and Signage	LS	\$ 3,500.00	1	\$ 3,500.00
	CL Streets Survey Monuments	EA	\$ 1,000.00	6	\$ 6,000.00
				<b>Sub-Total</b>	<b>\$ 444,084.26</b>



**RUSSELL SUBDIVISION - PHASE 1 (40 LOTS)**  
**engineer's Cost Estimate "Off-Site" Improvements & Grading Plans**



City of Imperial

Exhibit 1 - Page 2/2

07/31/18 JCRomero

<b>"Off-Site" Improvements</b>		<b>Unit</b>	<b>Unit Cost</b>	<b>Quantity</b>	<b>Cost</b>
<b>700</b>	<b>Underground Utilities</b>				
	Street Lights	EA	\$ 4,750.00	7	\$ 33,250.00
	IID Electrical System and Services to Each Lot	EA	\$ 5,250.00	40	\$ 210,000.00
				Sub-Total	\$ 243,250.00
<b>800</b>	<b>Miscellaneous*</b>				
	Erosion Control	EA	\$ 5,000.00	1	\$ 5,000.00
	Landscape: 2 Trees / Lot	EA	\$ 228.00	40	\$ 9,120.00
	Brewer Road Landscape	EA	\$ 4,500.00	1	\$ 4,500.00
				Sub-Total	\$ 18,620.00
Phase 1 "Off-Site" Improvements & Grading Sub-Total					\$ 1,208,716.60
10% Contingency					\$ 120,871.66
<b>Phase 1 "Off-Site" Improvements TOTAL</b>					<b>\$ 1,329,588.26</b>
				40 Lots	Cost / Lot
					\$ 33,239.71

RUSSELL SUBDIVISION - PHASE 1 (40 Lots)

Engineer's Cost Estimate "OUTSIDE" Improvements

City of Imperial



Exhibit 2 - Page 1/1

07/31/18 JCRomero

"Out-Site" Improvements		Unit	Unit Cost	Quantity	Cost
<b>100</b>	<b>Earthwork</b>				
	Clearing & Grubing (RETENTION BASIN)	AC	\$ 3,000.00	1	\$ 3,000.00
	Retention Basin Cut & Finished Grade	CY	\$ 5.50	11,630	\$ 63,965.00
				Sub-Total	\$ 66,965.00
<b>200</b>	<b>Sewer System</b>				
	12" Sewer Line (6' to 8" deep)	LF	\$ 55.00	1,418	\$ 77,990.00
	8" Sewer Line (4' to 6' deep)	LF	\$ 27.50	691	\$ 19,002.50
	Sewer Manhole	EA	\$ 6,000.00	9	\$ 54,000.00
				Sub-Total	\$ 150,992.50
<b>300</b>	<b>Storm Drain System</b>				
	Storm Drain Cath Basin (Brewer Road)	EA	\$ 5,000.00	1	\$ 5,000.00
	12" Storm Drain Line (Brewer Road)	LF	\$ 45.00	470	\$ 21,150.00
	18" Storm Drain Line	LF	\$ 45.00	470	\$ 21,150.00
	12" Storm Drain Line (connect IID Central Drain No. 2)	LF	\$ 40.00	84	\$ 3,360.00
	Storm Drain Manhole (2 Russell + 1 IID)	EA	\$ 5,750.00	3	\$ 17,250.00
	Outlet/Inlet Structure Retention Basin	EA	\$ 5,000.00	2	\$ 10,000.00
				Sub-Total	\$ 77,910.00
<b>400</b>	<b>Water System</b>				
	12" Water Line	LF	\$ 31.00	2,160	\$ 66,960.00
	12" Water Valve	EA	\$ 2,750.00	8	\$ 22,000.00
				Sub-Total	\$ 88,960.00
<b>500</b>	<b>Sub-Grade Preparation</b>				
	Curb & Gutter	LF	\$ 5.50	60	\$ 330.00
	Concrete Crossgutter	SF	\$ 5.00	390	\$ 1,950.00
	Concrete Sidewalk (W=4.5')	SF	\$ 1.00	450	\$ 450.00
	Pavement Section	SF	\$ 0.40	300	\$ 120.00
	12" Sub-Grade Preparation under Fire Access Road	SF	\$ 0.40	13,125	\$ 5,250.00
				Sub-Total	\$ 8,100.00
<b>600</b>	<b>Surface Improvements &amp; Demolition</b>				
	Removal and Disposal of AC + C&G + XGutter	LS	\$ 15,500.00	1	\$ 15,500.00
	Removal and Disposal of 48" Dia. S.D. Manhole	EA	\$ 2,500.00	2	\$ 5,000.00
	Removal and Disposal of Irrigation Line	LF	\$ 35.00	561	\$ 19,635.00
	New Curb & Gutter	LF	\$ 18.00	100	\$ 1,800.00
	New Concrete Crossgutter	SF	\$ 6.00	390	\$ 2,340.00
	New Concrete Sidewalk (W=4.5')	SF	\$ 4.50	450	\$ 2,025.00
	New Accesible ADA Wheelchairramps	EA	\$ 950.00	2	\$ 1,900.00
	3" AC / 9" Class II Base Pavement Section	SF	\$ 4.20	300	\$ 1,260.00
	9" Class II Base Fire Access Road	SF	\$ 2.00	13,125	\$ 26,250.00
				Sub-Total	\$ 75,710.00
<b>700</b>	<b>Miscellaneous*</b>				
	Erosion Control	EA	\$ 3,500.00	1	\$ 3,500.00
	Traffic Control (W&S Worthington + Road Improvements Brewer)	EA	\$ 9,000.00	1	\$ 9,000.00
				Sub-Total	\$ 12,500.00
Phase 1 "OUTSIDE" Improvements Sub-Total					\$ 481,137.50
10% Contingency					\$ 48,113.75
Phase 1 "OUTSIDE" Improvements TOTAL					\$ 529,251.25
40 Lots				Cost / Lot	\$ 13,231.28