### CITY MANAGER'S REPORT FEBRUARY 12, 2024 CITY COUNCIL REGULAR MEETING

ITEM: CREATE CIP PS 24-31, YOSEMITE AVENUE

PAVEMENT REHABILITATION, APPROVE REIMBURSEMENT AGREEMENT WITH YOSEMITE LATHROP 2, LLC, AND APPROVE BUDGET

**AMENDMENT** 

RECOMMENDATION: Adopt Resolution Creating CIP PS 24-31, Yosemite

Avenue Pavement Rehabilitation, Approving Reimbursement Agreement with Yosemite Lathrop

2, LLC, and Approving Budget Amendment

### **SUMMARY:**

Staff is proposing City Council approve the creation of Capital Improvement Project (CIP) PS 24-31 for Yosemite Avenue Pavement Rehabilitation (Project) to address and repair the deteriorating pavement surface on Yosemite Avenue. Yosemite Avenue is an east-west arterial road with significant traffic due to the City's rapid growth. The project limits will be from SR120 to the eastern City limits, as depicted in Attachment "C".

The Gateway Specific Plan area developer, Yosemite Lathrop 2, LLC (Phelan), is currently repaving and expanding the south side of Yosemite Avenue along the entire frontage of the development as required by the Subdivision Improvement Agreement. Staff recognizes that improvements on the north side of Yosemite Avenue are also necessary in order to maintain safe road conditions. Phelan has agreed, contingent on Council approval of the proposed reimbursement agreement, to repave a portion of Yosemite Avenue to the extent shown in Attachment "D" (Portion of Yosemite Avenue), concurrently with the improvements on the south side of Yosemite Avenue.

The cost to improve the Portion of Yosemite Avenue is equal to or less than quotes City has received for similar work and Phelan has agreed to reduce or waive mobilization costs for the City since Phelan is already required to pay mobilization costs for the required improvements on the south side of Yosemite Avenue fronting the development. The remaining unpaved section of Yosemite Avenue will be improved as a City project at a later date.

Staff recommends City Council approve the creation of CIP PS 24-31, approve Public Infrastructure Reimbursement Agreement Between City of Lathrop and Yosemite Lathrop 2, LLC Relating to Capital Improvement Project (CIP) PS 24-31 Yosemite Avenue Pavement Rehabilitation (Reimbursement Agreement) and approve a budget amendment transferring \$799,551 from the General Fund Street Repair Reserves (1010).

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FEBRUARY 12, 2024 CITY COUNCIL REGULAR MEETING
CREATE CIP PS 24-31, YOSEMITE AVENUE PAVEMENT REHABILITATION,
APPROVE REIMBURSEMENT AGREEMENT WITH YOSEMITE LATHROP 2, LLC,
AND APPROVE BUDGET AMENDMENT

### **BACKGROUND:**

Yosemite Avenue is an east-west arterial that has seen significant traffic due to the rapid growth of the City and the increase in warehouse facilities fronting the road. The road is bound by commercial and industrial zoning, and is utilized for access to SR120.

Through field observations, staff assessed the condition of Yosemite Avenue from SR120 to the eastern City limits and determined that it requires rehabilitation. Staff proposes to create CIP PS 24-31 for Yosemite Avenue Pavement Rehabilitation to repair the deteriorated pavement surface.

Currently, the developers of the Gateway development, Phelan, are repaving and expanding the south side of Yosemite Avenue along the entire frontage of their development, as required by their Subdivision Improvement Agreement. Phelan has agreed, contingent on Council approval of the proposed Reimbursement Agreement, to repave the Portion of Yosemite Avenue to the extent shown in Attachment "D", concurrently with the improvements on the south side of Yosemite Avenue.

The cost to improve the Portion of Yosemite Avenue is equal to or less than the quotes the City received for similar work and Phelan has agreed to reduce or waive mobilization costs for the City since Phelan is already required to pay mobilization costs for the required improvements on the south side of Yosemite Avenue fronting the development. The remaining unpaved section of Yosemite Avenue will be improved as a City project at a later date.

After completing the construction work, Phelan will fund the entire cost of the improvements and provide the City proof of payment. City staff will then inspect the work, and if deemed complete to City specification by the City Engineer, staff will return to City Council to request Council's acceptance of the completed public improvements.

### **REASON FOR RECOMMENDATION:**

The Project is needed to bolster the structure and improve the wearing course of Yosemite Avenue. The proposed creation of CIP PS 24-31, the budget amendment, and Reimbursement Agreement would allow the Project to move forward and the City to fund the improvements for the portion of Yosemite Avenue.

### **FISCAL IMPACT:**

Sufficient funds were not allocated in the approved FY 23-24 budget, therefore, staff is requesting the approval of budget amendment transferring \$799,551 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

## CITY MANAGER'S REPORT PAGE 3 FEBRUARY 12, 2024 CITY COUNCIL REGULAR MEETING CREATE CIP PS 24-31, YOSEMITE AVENUE PAVEMENT REHABILITATION, APPROVE REIMBURSEMENT AGREEMENT WITH YOSEMITE LATHROP 2, LLC, AND APPROVE BUDGET AMENDMENT

Decrease Street Repair Reserve 1010-251-03-00	<u>es</u>	\$799,551
<u>Increase Transfer Out</u> 1010-9900-990-9010		\$799,551
Increase Transfer In 3310-9900-393-0000	PS 24-31	\$799,551
Increase Appropriation 3310-8000-420-1200	PS 24-31	\$749,551
Increase Appropriation 3310-8000-420-8400	PS 24-31	\$50,000

### **ATTACHMENTS:**

- A. Resolution Creating CIP PS 24-31, Yosemite Avenue Pavement Rehabilitation, Approve Reimbursement Agreement with Yosemite Lathrop 2, LLC, and Approve Budget Amendment
- B. Public Infrastructure Reimbursement Agreement with Yosemite Lathrop 2, LLC CIP PS 24-31
- C. CIP PS 24-31 Limits Map Yosemite Avenue Pavement Rehabilitation
- D. Improvement Location Map Gateway Frontage Yosemite Avenue

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### APPROVALS.

APPROVALS.	
BM	2-5-24
Bellal Nabizadah	Date
Assistant Engineer	
Brad Taylor City Engineer  Cari James Director of Finance	2/5/2024 Date  2/5/2024  Date
K	2-5-2024
Michael King	Date
Assistant City Manager	
51	2.6.2024
Salvador Navarrete	Date
City Attorney	
	2/6/24
Stephen J. Salvatore	Date
City Manager	

### **RESOLUTION NO. 24-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CREATING CIP PS 24-31, YOSEMITE AVENUE PAVEMENT REHABILITATION, APPROVING REIMBURSEMENT AGREEMENT WITH YOSEMITE LATHROP 2, LLC, AND APPROVING BUDGET AMENDMENT

**WHEREAS**, Yosemite Avenue is an east-west arterial that has seen significant traffic due to the rapid growth of the City and the increase in warehouse facilities fronting the road. The road is bound by commercial and industrial zoning, and is utilized for access to SR120; and

**WHEREAS**, through field observations, staff has assessed the condition of Yosemite Avenue from SR120 to the eastern City limits and determined that it requires rehabilitation; and

**WHEREAS**, Staff proposes to create CIP PS 24-31 for Yosemite Avenue Pavement Rehabilitation to maintain and repair the deteriorated pavement surface; and

**WHEREAS**, currently, the developers of the Gateway development, Phelan, is repaving and expanding the south side of Yosemite Avenue along the entire frontage of their development as is required by their Subdivision Improvement Agreement; and

WHEREAS, Phelan has agreed, contingent on Council approval of proposed Public Infrastructure Reimbursement Agreement Between City of Lathrop and Yosemite Lathrop 2, LLC Relating to Capital Improvement Project (CIP) PS 24-31 Yosemite Avenue Pavement Rehabilitation (Reimbursement Agreement), to repave the Portion of Yosemite Avenue to the extent shown in Attachment "D" of the City Manager's Report that accompanies this Resolution (Portion of Yosemite Avenue), concurrently with the improvements on the south side of Yosemite Avenue; and

**WHEREAS**, the cost to improve the Portion of Yosemite Avenue is equal to or less than quotes City has received for similar work and Phelan has agreed to reduce or waive mobilization costs for the City since Phelan is already required to pay mobilization costs for the required improvements on the south side of Yosemite Avenue fronting the development; and

**WHEREAS**, the remaining unpaved section of Yosemite Avenue will be improved as a City project at a later date; and

**WHEREAS**, after completing the construction work, Phelan will fund the entire cost of the improvements and provide the City proof of payment. City staff will then inspect the work, and if deemed complete to City specifications by the City Engineer, staff will return to City Council to request Council's acceptance of the completed public improvements; and

**WHEREAS**, staff requests City Council approve the creation of CIP PS 24-31, Yosemite Avenue Pavement Rehabilitation; and

**WHEREAS,** staff also requests the approval of a budget amendment transferring \$799,551 from the General Fund Street Repair Reserves to the CIP Project Fund to create the project and fund the design and construction as follows; and

Decrease Street Repair Reserve 1010-251-03-00	<u>S</u>	\$799,551
Increase Transfer Out 1010-9900-990-9010		\$799,551
<u>Increase Transfer In</u> 3310-9900-393-0000	PS 24-31	\$799,551
Increase Appropriation 3310-8000-420-1200	PS 24-31	\$749,551
Increase Appropriation 3310-8000-420-8400	PS 24-31	\$50,000

**WHEREAS**, staff further requests City Council approve the execution of a Reimbursement Agreement with Yosemite Lathrop 2, LLC for a reimbursement amount not to exceed \$749,551.

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby approves the creation of Capital Improvement Project (CIP) PS 24-31, Yosemite Avenue Pavement Rehabilitation; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop also approves a budget amendment transferring \$799,551 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as detailed above; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop also approves a Reimbursement Agreement with Yosemite Lathrop 2, LLC for a total reimbursement amount not-to-exceed \$749,551.

The foregoing resolution was passed a 2024 by the following vote of the City Counci	and adopted this 12 <sup>th</sup> day of February, I, to wit:
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	
	Sonny Dhaliwal, Mayor
ATTEST:	APPROVED AS TO FORM:
Teresa Vargas, City Clerk	Salvador Navarrete, City Attorney

### CITY OF LATHROP

### PUBLIC INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND YOSEMITE LATHROP 2, LLC RELATING TO CAPITAL IMPROVEMENT PROJECT (CIP) PS 24-31 YOSEMITE AVENUE PAVEMENT REHABILITATION

This Public Infrastructure Reimbursement Agreement Relating to CIP PS 24-31, Yosemite Avenue Pavement Rehabilitation, Lathrop, CA ("Agreement") is made and entered into this 12th day of February 2024 ("Effective Date") by and between the City of Lathrop, a municipal corporation of the State of California ("City"), and Yosemite Lathrop 2, LLC ("Developer"). City and Developer may be collectively referred to herein as the "Parties" or individually as a "Party".

### **RECITALS**

- A. Lathrop Municipal Code (LMC) 3.22 provides a mechanism to reimburse developers for certain public improvements as detailed therein.
- B. The "*Project*," as referenced in this Agreement, consists of (1) removal and replacement of 3 inch asphalt with glass grid for portions of roadway with concrete panels under the existing asphalt (2) removal and replacement of 3 inch asphalt and removal and replacement of 12 inch aggregate base for portions of the roadway with no concrete panels under the existing asphalt, centerline and edgeline striping, and markers on the North side of Yosemite Avenue which includes two 12' travel lanes and 1' of shoulder, as shown in **Exhibit A**.
- C. Developer will pay expenses for the Project and is entitled to a reimbursement from the City of Lathrop ("*Reimbursement*") as outlined herein. The purpose of this Agreement is to detail the mechanisms for the payment of Reimbursement to Developer only for those items set forth in **Exhibit B** to this Agreement.
- D. As detailed below, upon completion of the Project, the City agrees to reimburse Project expenses paid by Developer, with total Reimbursement not to exceed \$749,551.

NOW, THEREFORE, for good and valuable consideration, City and Developer agree as follows:

### **AGREEMENT**

- 1. <u>Recitals</u>. The recitals set forth above are true and correct and made a part of this Agreement.
  - 2. <u>City and Developer Obligations.</u>
    - (a) City Obligations:

- (i) City shall accept the subject public improvements from the Developer following Developer's satisfaction of all obligations as listed in Section 2(b) of this Agreement.
- (ii) Subject to the limitation herein, City shall reimburse Developer for the Project cost of construction, with Reimbursement not to exceed \$749,551 following City's acceptance of the Public Improvements contemplated by this Agreement.

### (b) <u>Developer Obligations:</u>

- (i) Developer has submitted an exhibit and specifications to the City pursuant to LMC 3.22.010E.
- (ii) Developer will complete all construction of the Project in compliance with the Subdivision Improvement Agreement for Parcel Map 21-02.
- (iii) Developer shall provide reasonable documentation of the actual costs incurred for Project (which may include, among others, unconditional lien releases, invoices, proof of payment, confirmation on letterhead from relevant contractor(s)/subcontractor(s) of payment, and/or any other reasonable documentation similar in detail and content as has been previously provided to City); City shall then have the right, but not the obligation, to reasonably review and audit said documentation, to the extent it determines reasonably appropriate, with any such audit being completed within thirty (30) days. No later than thirty (30) days of either (a) the receipt of said documentation, or (b) the completion of any audit.

### 3. Reimbursement.

### (a) Timing of Reimbursement.

(i) Timing of Reimbursement to Developer shall occur within a reasonable time after City Engineer's approval of the Project pursuant to LMC 3.22.010 and acceptance of the Public by City Council. City shall deliver such Reimbursement to the address set forth in Section 10 below.

### 4. Term of Agreement; Termination.

(a) This Agreement shall commence on the Effective Date and shall terminate on the sooner of (i) one year after the date of execution or (ii) when Developer has received Reimbursement.

- 5. <u>Indemnification</u>. Developer agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Developer or its Contractors, or which results from Developer's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from conduct in the performance of or failure to perform the terms and conditions of this Agreement, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Developer under this Agreement at any time during the term of this Agreement, or arising thereafter.
- 6. <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of California.
- 7. <u>Binding Effect</u>. This Agreement is for the benefit of and shall be binding upon both Parties and their respective successors, heirs, executors, administrators, permitted assigns and successors in interest.
  - 8. <u>Assignment</u>. Not Applicable.
- 9. <u>Notices</u>. For purposes of this Agreement, "*notice*" means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in writing and shall be sent to the below addresses or at such other addresses as either Party may later specify for that purpose. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to City: City of Lathrop

390 Towne Centre Drive Lathrop, CA 95330 Attn: City Clerk

With a concurrent copy to: City of Lathrop

390 Towne Centre Drive Lathrop, CA 95330

Attn: Salvador Navarrete, City Attorney Email: snavarrete@ci.lathrop.ca.us

If to Developer: Yosemite Lathrop 2, LLC

220 Montgomery Street, Suite 315

San Francisco, CA 94104

Attn: David Haugen

Email: dhaugen@phelandevco.com

The date of any notice shall be the date of receipt, provided that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with this Section 9.

10. <u>Payments to Developer</u>. All reimbursement payments due to Developer hereunder shall be sent to the following address or at such other address (or wiring instructions) as Developer shall from time to time specify in writing to City:

Yosemite Lathrop 2, LLC 220 Montgomery Street, Suite 315 San Francisco, CA 94104 Attn: David Haugen

- 11. <u>Amendments</u>. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both Parties.
- 12. <u>Attorney's Fees and Venue</u>. In the event of a dispute arising under this Agreement between the Parties, the prevailing Party shall be entitled to an award against the other Party of reasonable and actual attorney's fees and costs incurred in connection with the dispute. The venue for any litigation shall be in San Joaquin County, California.
- 13. <u>Cumulative Rights; Waiver</u>. The failure by either Party to exercise, or delay in exercising any rights under this Agreement, shall not be construed or deemed a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or any waiver of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.
- 14. <u>Severability</u>. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.
- 15. <u>Headings</u>. All headings herein are inserted only for convenience and ease of reference and are not considered in the construction or interpretation of any provision of this Agreement.
- 16. <u>Signing Authority</u>. The individuals signing this Agreement represent and agree that they have full and actual authority to bind their respective Parties to this Agreement.
- 17. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the Parties regarding its subject. This Agreement supersede all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the Parties related to the subject matter of this Agreement.

- 18. <u>No Third-Party Beneficiaries</u>. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. In particular, and without limitation, no merchant builder or other purchaser of land from Developer shall have any right to enforce this Agreement.
  - 19. <u>Minor Modifications</u>. Not applicable.
- 20. <u>Counterparts</u>; <u>Electronic Signatures</u>. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument. Signatures may be given by facsimile, emailed PDF, or other electronic means with the same force and effect as signed, wet originals.

[Signatures to follow on next page]

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

CITY:	
CITY OF LATHROP, A California municipal corporation	
By: Stephen J. Salvatore City Manager	
ATTEST:	
City Clerk of and for the City of Lathrop, State of California	
By: Teresa Vargas, City Clerk	
APPROVED AS TO FORM:  By:  Salvador Navarrete  City Attorney	
DEVELOPER:	
YOSEMITE LATHROP 2, LLC, A Delaware limited liability company By: Phelan-Haugen, LLC, a California limited liability compa Its Managing Member	ny,
By: Haugen Investments, LLC, a California limited liability Its Manager	<sup>,</sup> company
By:	 Manager

### **EXHIBIT A**

### **DEPICTION OF PROJECT SITE**

# Exhibit A

# Improvement Limits Per Reimbursement Agreement With Yosemite Lathrop 2, LLC



## Scope of Work:

- 1. Removal and replacement of 3 inch asphalt with glass grid for portions of roadway with concrete panels under the existing asphalt
- 2. Removal and replacement of 3 inch asphalt and removal and replacement of 12 inch aggregate base for portions of the roadway with no concrete panels under the existing asphalt.
- 3. Centerline and edgeline striping, and markers on the North side of Yosemite Avenue

### EXHIBIT B CONTRACTOR'S ESTIMATE

### Priority 1 & 2 - Yosemite Ave Partial Reconstruct, 10" Digout & 3" Overlay

Lathrop Gateway Ph2

Contact:

**Andrew Cumpian/Eric Buriel** 

Phone:

209-689-9445/209-649-1461

E-mail:

Quote To:

City of Lathrop

Job Name:

Lathrop Gateway Ph2

Date of Plans:

N/A working off Narrative/Email to Reconstruct portions & Overlay portions

2024-02-07

Phone: E-mail: **Revision Date:** 

Revison 1

Estimate No:

210169I

See exclusions listed below.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	TRAFFIC CONTROL				
1100	Traffic Control Plan (Engineer to Amend)	1.00	LS	1,100.00	1,100.00
1200	CMS Boards (Public Notification)- 1 month each	3.00	EA	2,900.00	8,700.00
1300	Construction Area Signs	5.00	EA	350.00	1,750.00
1325	NOT BID K-Rail		LF		
1700	Traffic Control Materials	1.00	LS	9,500.00	9,500.00
1750	Flagging, Lane Closures, & Detour	1.00	LS	26,700.00	26,700.00
1800	Temporary Striping	1.00	LS	11,000.00	11,000.00
1850	Private Driveways - Maintain Access	1.00	LS	4,400.00	4,400.00
1999	SUBTOTAL TRAFFIC CONTROL	`			63,150.00
	GENERAL/EARTHWORK/STAGING				
2150	Potholing Ex. Utilities	1.00	LS	10,500.00	10,500.00
2200	Sawcut, Remove & Dispose of Existing AC - YOS	64,748.00	SF	1.10	71,222.80
2250	Concrete Panel Removal x 16" YOS	8,096.00	SF	4.00	32,384.00
2275	NOT BID Clearing & Grubbing		LS		
2350	Erosion Control - SEE Bid Group Below	·	LS		
2550	Roadway Ex & Offhaul Excess to On-Site Stockpile	1.00	LS	43,000.00	43,000.00
2600	NOT BID Fill/Finish Planter/Contours - None Shown		SF		
2625	NOT BID Subgrade& Fine Grade Sidewalk - None Shown		SF		
2700	Subgrade & Fine Grade AC Pavement - YOS	8,096.00	SF	1.90	15,382.40
2775	NOT BID Subgrade for 10" Digout Areas		SF		
2999	SUBTOTAL GENERAL/EARTHWORK/STAGING				172,489.20
	SURFACE IMPROVEMENTS				

AMOUNT	UNIT PRICE	UNIT	QUANTITY	DESCRIPTION	ITEM
3,000.00	4.00	SF	750.00	Grind 2" Conforms @ Ends Only	3100
104,709.90	2.05	SF	51,078.00	Glass Grid 8502 for Lap Joint & 3" Overlay	3150
52,219.20	6.45	SF	8,096.00	19" AB under 10" AC for Full Depth Portion ONLY	3200
173,652.60	8.30	SF	20,922.00	10" AC Pavement	3225
122,380.20	2.70	SF	45,326.00	3" AC Pavement Overlay	3235
		LF		NOT BID Shoulder Backing - None Shown	3250
		LF		NOT BID AC Dike/Berm None Shown	3300
13,549.60	0.20	SF	67,748.00	Tack Oil - Final Lift of 10", Overlay & Conforms	3500
		SF		NOT BID Driveway Repairs or Conforms	3600
469,511.50				SUBTOTAL SURFACE IMPROVEMENTS	3999
				WATER	·
6,600.00	1,100.00	EA	6.00	Raise Exisitng Water Valves	4400
6,600.00				SUBTOTAL WATER	4999
				STRIPING AND SIGNAGE	
		LS		NOT BID Additional Roadside Signs- None Shown	5300
30,000.00	30,000.00	LS	1.00	Striping & Markings ROM	
30,000.00				SUBTOTAL STRIPING AND SIGNAGE ITEMS	5999
				SIGNALS AND LIGHTING/JT	
•		LS		NOT BID Detector Loop Replacement - None Shown	6200
		LS			6300
		LS		NOT BID additional Lighting or JT work - Non Shown	6400
				SUBTOTAL SIGNALS & LIGHTING/JT	6999
				LANDSCAPE & IRRIGATION	
		LS		NOT BID additional Landscape & Irrig - None shown	7200
				SUBTOTAL LANDSCAPE & IRRIGATION	7999
				EROSION CONTROL AND SWPPP	
7,800.00	3,900.00	EA	2.00	Construction Entrances (or Sweeping)	22100
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	LF	2.00	NOT BID Straw Fiber Rolls	
		AC		NOT BID Hydroseed - None Shown	
		EA		NOT BID Temp Inlet Protection - None Shown	
		MO		NOT BID QSP/QSD Sevrices	
7,800.00		LS		SUBTOTAL EROSION CONTROL AND SWPPP ITEMS	22999

GRAND TOTAL 749,550.70

### NOTES:

Exclusions:

Qunatities and Scope based on Teichert provided Exhibit.

Adjusting of dry utility boxes.

Inspection, Permits, Fees, Testing.

Design, Engineering and Surveying/staking. SWPPP.

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