

**DOWNTOWN INFRASTRUCTURE INFILL INCENTIVE
REIMBURSEMENT AGREEMENT
OPEN WINDOW PROJECT, LLC**

This Agreement is made and entered into by and between the CITY OF STOCKTON, herein referred to as "CITY", and OPEN WINDOW PROJECT, LLC, a California limited liability company, herein referred to as "DEVELOPER".

RECITALS

A. CITY has approved a Master Development Plan (MDP) and Development Agreement with DEVELOPER for the Open Window Project (Project) in February 2016 which encompasses approximately 15 square blocks within the Downtown Stockton core. The Open Window Project MDP plans for mixed-use development that consists of approximately 1,000 residential units and 200,000 s.f. of commercial space.

B. Phase I of the Project, which is depicted in Exhibit A, consists of approximately 200 residential units and approximately 92,000 s.f. of commercial space. This Project will stimulate and encourage business and job growth, provide market-rate housing, bring services to the area, and aid in the revitalization of Downtown Stockton.

C. CITY has approved the Downtown Infrastructure Infill Incentive program in July 2015, which provides up to \$900,000 annually, on a reimbursement basis, for public offsite infrastructure improvements associated with eligible Downtown infill projects. Eligible projects must consist of a minimum of 35 market-rate housing units and/or a minimum of 30,000 s.f. of new, or newly renovated, retail or commercial space. The applicant must also make a capital investment of at least \$500,000. The DEVELOPER will be investing approximately \$53 million in connection with Phase I of the Project.

D. DEVELOPER desires to participate in the Downtown Infrastructure Infill Incentive program and requests that the CITY enter into this Agreement to reimburse it for the cost of certain public improvements located within the Open Window Project MDP boundary required by City as a condition of approval of Phase 1 of the Project. These Improvements are defined in Exhibit B, which is attached hereto and made a part hereof by this reference (the "Improvements"). The actual cost of the Improvements may include additional items of work not included in Exhibit B, but which are necessary or desirable to the Project. The maximum amount requested for reimbursement of the Improvements is \$3.8 million (Three million eight hundred thousand dollars).

E. CITY has identified the Improvements as being consistent with Downtown Infrastructure Infill Incentive program guidelines, as well as the Economic Development Strategic Plan (February 2015) and Urban Land Institute Report (February 2012) goals, and the type of Project that will encourage job growth and other development activities in the Downtown area.

F. DEVELOPER will secure all necessary permits and design and construct the Improvements in the manner required pursuant to applicable laws, including the City of Stockton Municipal Code and standards, all at DEVELOPER'S expense, subject to reimbursement as provided in this Agreement.

G. DEVELOPER will file a Notice of Completion upon completion of the Improvements, and obtain CITY acceptance of the Improvements.

For and in consideration of these promises, and for the mutual promises contained herein, the parties agree as follows:

AGREEMENTS

1. RECITALS: The parties represent and warrant each to the other, that the above recitals are true and correct.

2. REIMBURSEMENT:
 - A. Pursuant to the guidelines and regulations herein defined, and subject to the satisfaction of the conditions in this Section 2, CITY agrees to reimburse DEVELOPER for the cost of the Improvements up to \$1.8 million. \$1.8 million of the reimbursement funds have already been appropriated by City Council in prior fiscal years' budgets and are therefore available for reimbursement. Subject to City Council appropriation of up to \$900,000 per year in future fiscal years' budgets, the City Manager may authorize for reimbursement the additional funds (up to an additional \$2 million for a total not to exceed \$3.8 million) to DEVELOPER pursuant to this Agreement. Should the City Council fail to appropriate additional funds for reimbursement in one or more future fiscal years, the CITY shall have no obligation to reimburse more than \$1.8 million plus such additional funds, if any, as may have been appropriated by the City Council in such future fiscal year(s) budget(s).

 - B. DEVELOPER'S right to receive the reimbursement payments is subject to satisfaction of the following conditions:
 - i. DEVELOPER shall provide CITY documentation that, to the reasonable satisfaction of CITY, substantiates the cost of the Improvements and payment thereof.

 - ii. DEVELOPER shall have obtained all CITY permits and approvals required to commence construction of a Phase I project, which includes a minimum of 150 new market-rate residential units AND/OR a minimum of 90,000 s.f. of new/newly renovated commercial space.

 - C. Once the conditions in 2.B. above have been satisfied as determined by CITY and subject to the limitations in 2.A above, CITY shall provide reimbursement payments to DEVELOPER, in a total amount not to exceed \$3.8 million, subject to City Council appropriation and City Manager authorization from future budgets of funds in excess of \$1.8 million, in progress payments as follows:
 - i. The first payment of 10% (i.e. \$380,000) shall be due upon CITY's issuance of building permits for the public infrastructure Improvements.

 - ii. The second payment of 10% (i.e. \$380,000) shall be due upon CITY's issuance of building permits for a Phase I project which meets the minimum requirements in Section 2.B.ii above.

- iii. The third payment of 20% (i.e. \$760,000) shall be due once construction of a minimum of 150 new market-rate housing units and/or 90,000 s.f. of new/newly renovated commercial space is 50% complete.
 - iv. The fourth payment of 30% (i.e. \$1,140,000) shall be due upon CITY's issuance of the first temporary Certificate of Occupancy for the Phase I project, consisting of a minimum of 150 new market-rate housing units and/or 90,000 s.f. of new/newly renovated commercial space.
 - v. The CITY may make final payment of 30% (i.e. \$1,140,000) within sixty (60) days after recordation of the Notice of Completion of the Improvements and upon the City's acceptance of Improvements, providing there are no liens in place pertaining to the Improvements.
 - vi. Payments shall be paid in no less than thirty (30) day intervals upon CITY's receipt of requested documentation as noted in section 2.B.i above.
3. WAIVER OF INTEREST: DEVELOPER agrees to waive any and all claims regarding interest to which it may be eligible to receive on unreimbursed amounts.
4. ADDITIONAL PROVISIONS OF AGREEMENT:
- A. DEVELOPER may, with CITY'S prior approval, assign the benefits of this Agreement and the receipt of payment to any successor in title.
 - B. This Agreement shall be binding upon the heirs, executors, administrators, successors and assignees of the parties hereto.
 - C. This Agreement constitutes the entire agreement between the parties pertaining to the subject matters contained herein. No supplement, modification, or amendment of this Agreement shall be effective unless it is set out in writing by both parties.
 - D. The title given to each of the paragraphs of this Agreement is for ease of reference only and shall not be relied upon or cited for any other purpose
5. NOTICES: All notices required shall be in writing and delivered in person or sent by registered mail, postage paid. Notices required to be given to CITY shall be addressed as follows:

City of Stockton
Economic Development Department
400 East Main Street, 4th Floor
Stockton, CA 95202
Attn: Director

And notices required to be given by DEVELOPER shall be addressed as follows:

Open Window Project, LLC
110 N. San Joaquin Street, 5th Floor
Stockton, CA 95202
Attn: Zachary Cort, President

Each party may change its address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

6. **AUDIT:** CITY or its designee shall have the right, during normal business hours and upon the giving of reasonable notice to DEVELOPER, to inspect and copy all books, records, accounts, and other written material of DEVELOPER pertaining to costs and expenses incurred by DEVELOPER in constructing any of the Improvements. DEVELOPER further agrees to maintain such records for a period of three years after final payment under this Agreement. Upon request, DEVELOPER agrees to furnish CITY, or its designated representative, with necessary information and assistance.
7. **INDEMNIFICATION AND HOLD HARMLESS:** Commencing with the start of work on the Improvements and continuing for a period of one-year following the CITY'S acceptance of the Improvements, DEVELOPER agrees to indemnify, save, hold harmless, and at City's request, defend the CITY, its officers, agents, and employees from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to the CITY in connection with the performance, or failure to perform, by DEVELOPER, its officers, agents, sub-contractors, employees, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable under this Agreement, and from any and all costs and expenses (including attorney and legal fees), damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of DEVELOPER, its officers, agents, or employees under this Agreement. The duty to defend and the duty to indemnify are separate and distinct obligations. gross negligence or willful misconduct of City or its officers, agents or employees.
8. **RELATIONSHIP TO PUBLIC WORKS:** The parties hereto agree that this Agreement is for the reimbursement to DEVELOPER by CITY for costs incurred to construct the Improvements and is not, nor is it intended to be a Public Works contract. In performing this Agreement, DEVELOPER is an independent contractor and not the agent of CITY. CITY shall not have the responsibility for payment to any contractor or supplier of DEVELOPER.
9. **REQUIREMENTS OF LAW – PREVAILING WAGES:** DEVELOPER shall construct the Improvements in all manner in accordance with applicable law, including the payment of prevailing wages. DEVELOPER and any subcontractor shall pay each employee engaged in the trade or occupation not less than the prevailing hourly wage rate. In accordance with the provisions of Section 1770 of the Labor Code, the California Department of Industrial Relations has determined the general prevailing wage rates and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Section 1773.8, apprenticeship or other training programs. DEVELOPER shall obtain a copy of the current wage rate determination and shall distribute copies to each subcontractor. As the wage determination for each craft reflects an expiration date, it shall be the DEVELOPER and each subcontractor's responsibility to ensure that the prevailing wage rate of concern is current and paid to the employee.
10. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California. Venue shall be in San Joaquin County, California.
11. **SEVERABILITY:** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provisions.

12. NO WAIVER OF PERFORMANCE: The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

13. EFFECTIVE DATE: This Agreement is effective on October ____, 2016.

14. RIGHTS AND REMEDIES CUMULATIVE: Except as otherwise provided, the rights and remedies of the parties are cumulative, and the exercise or failure to exercise any right or remedy shall not preclude the exercise, at the same time or different times, of any right or remedy for the same default or any other default.

15. TIME IS OF THE ESSENCE: It is understood and agreed by and between the parties hereto that time is of the essence of each and every term of this Agreement.

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

ATTEST:

BONNIE PAIGE
CITY CLERK

“CITY”

CITY OF STOCKTON, a municipal
corporation

BY _____

BY _____
CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

BY _____

“DEVELOPER”

OPEN WINDOW PROJECT, LLC, a
California limited liability company

BY _____
Zachary Cort, President

Approve by City Council Resolution No. _____ on _____, 2016.

EXHIBIT A PHASE I - PROJECT DESCRIPTION

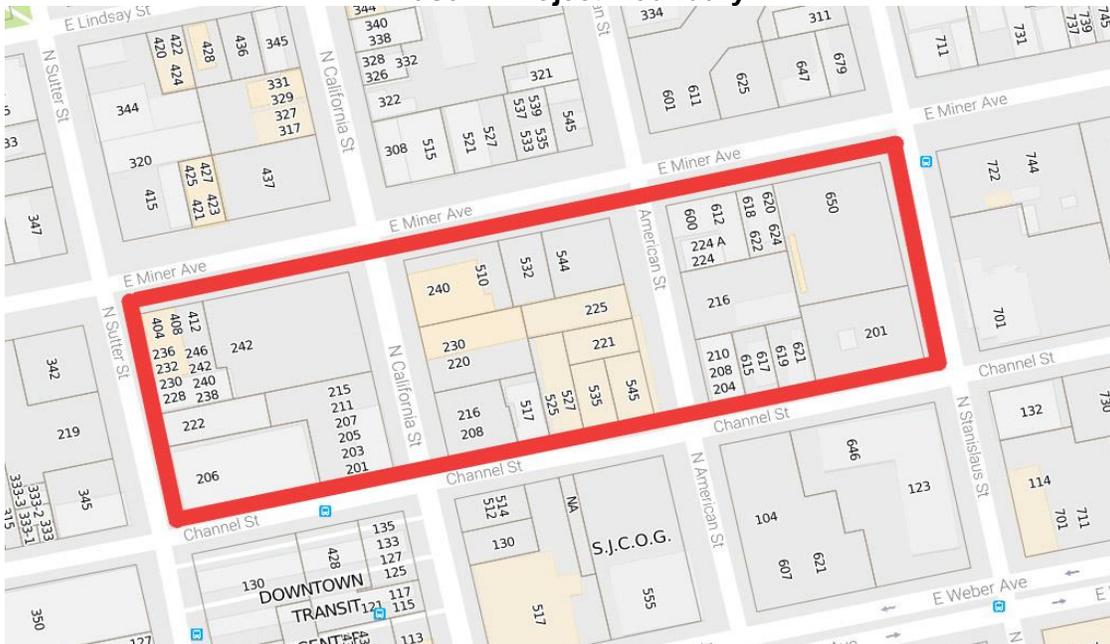


DEVELOPMENT BREAKDOWN

OPEN WINDOW MIXED USE PROJECT - STOCKTON
07.25.16

3 BLOCK SUMMARY:	Ground Flr Commercial	Tenant Amenities	Residential SF	Parking	Total Res. Units	Outdoor Center Walk
WEST BLOCK:	46,400		78,900	52	76	10,000
CENTER BLOCK:	37,000		78,800	129	99	10,500
EAST BLOCK:	9,000		18,700	31	25	5,000
TOTAL PROJECT:	92,400 sf	8,000 sf	176,400 sf	212 stalls	200 units	25,500 sf

Phase I - Project Boundary





DEVELOPMENT BREAKDOWN
WEST BLOCK (Observed from the center)
07.25.15

Block	Existing	Ground F ² (sq ft)	Area (sq ft)	Residential SF	Units	Total	Job Type	Outdoor
BLDG W-1	Existing	1,800	-	-	-	-	23	Residential
BLDG W-2	Existing	4,800	25,500	25	25	25	Residential	Residential
BLDG W-3	Existing	4,800	4,800	-	-	-	11	Residential
BLDG W-4	Existing	3,800	3,800	-	-	-	5	Residential
BLDG W-5	Existing	7,200	-	-	-	-	10	Residential
BLDG W-6	Existing	5,300	6,000	-	-	-	10	Residential
BLDG W-7	Existing	5,300	6,000	-	-	-	10	Residential
BLDG W-8	Existing	5,300	6,000	-	-	-	10	Residential
Center	Existing	-	-	-	-	-	58	Residential
SUBTOTAL WEST BLOCK		39,200	48,000	25	25	25	106	Residential

- SITE NOTES:**
- EXISTING BUILDING TO REMAIN
 - PROPOSED NEW BUILDING FOOTPRINT
 - PROPOSED NEW BUILDING OF EXISTING
 - PROPOSED LANDSCAPE
 - EXISTING BUILDING N.L.C.

West Block Site Plan
ISTOCKTON CA
07.25.15
VRILAKAS | GROEN
WWW.VRILAKASGROEN.COM
SHEET



DEVELOPMENT BREAKDOWN
CENTER BLOCK (Observed from the center)
07.25.15

Block	Existing	Ground F ² (sq ft)	Area (sq ft)	Residential SF	Units	Total	Job Type	Outdoor
BLDG C-1	Existing	6,800	-	-	-	-	40	Residential
BLDG C-2	Existing	6,800	-	-	-	-	40	Residential
BLDG C-3	Existing	10,700	25,200	25	25	25	44	Residential
BLDG C-4	Existing	10,700	-	-	-	-	5	Residential
BLDG C-5	Existing	7,200	3,200	-	-	-	5	Residential
Center	Existing	-	-	-	-	-	10	Residential
SUBTOTAL CENTER BLOCK		32,200	34,800	25	25	25	99	Residential

- SITE NOTES:**
- EXISTING BUILDING TO REMAIN
 - PROPOSED NEW BUILDING FOOTPRINT
 - PROPOSED NEW BUILDING OF EXISTING
 - PROPOSED LANDSCAPE
 - EXISTING BUILDING N.L.C.

Center Block Site Plan
ISTOCKTON CA
07.25.15
VRILAKAS | GROEN
WWW.VRILAKASGROEN.COM
SHEET



DEVELOPMENT BREAKDOWN
PROPOSED PROJECT: STOCKTON
07/25/18

EAST BLOCK	Structure Name	Use/Notes	Ground Fx	Proposed Sq	Fc/ing	Total	Units	Outlook
			Change/Total			Sq Ft		
Edge E-1	17' New	New Units over total of	2,000	2,100	0	2,100	2	Single Units
Edge E-2	17' New	New 2 story walk-ups	0	12,600	5	12,600	14	Two-story
Edge E-3	17' Existing	Existing to Miller's Commercial Use	0	3,000	0	3,000	0	Single-story
Edge E-4	17' New	New Units	0	4,000	17	4,000	8	Single-story
Edge E-5	17' Existing	Existing to Miller's Commercial Use	0	0	0	0	0	Single-story
Edge E-6	17' Existing	Existing to Miller's Covered Parking	0	0	6	0	0	Single-story
Grand Total (Over 17' total)			0	0	0	0	0	0
SUBTOTAL EAST BLOCK:			5,000 sq ft	18,700 sq ft	31 units	25 units	5,000 sq ft	

SITE NOTES:

- EXISTING SUBDIVISION TO REMAIN
- PROPOSED NEW BUILDING FOOTPRINT ADDITION
- PROPOSED NEW BUILDING TO EXISTING
- PROPOSED LANDSCAPE

Exhibit A

**EXHIBIT B
PUBLIC INFRASTRUCTURE IMPROVEMENTS**

**DILLON & MURPHY
CONSULTING CIVIL ENGINEERS**

847 N. Cluff Avenue, Suite A-2 • Lodi, California 95240
P.O. Box • Lodi, California 95241
(209) 334-6613 • Fax (209) 334-0723

August 3, 2016
Project No. 1625

**ENGINEER'S COST ESTIMATE
(Prevailing Wage Included)**

WEST BLOCK

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
A. STREET IMPROVEMENTS					
1.	CLEAR AND GRUB	LS	1	30,000.00	\$30,000
2.	EXCAVATION (REMOVE CURB, GUTTER AND SIDEWALK)	CYD	438	7.50	3,285
3.	AC SAWCUT	LF	1,315	1.25	1,644
4.	CONCRETE SUBGRADE COMPACTION	SF	17,734	1.00	17,734
5.	INSTALL 10' - 14' WIDE SIDEWALK	SF	14,676	20.00	293,520
6.	INSTALL VERTICAL CURB & GUTTER	LF	1,223	43.75	53,506
7.	INSTALL 25' WIDE COMMERCIAL DRIVEWAY	EA	2	10,000.00	20,000
8.	HANDICAP CURB RETURN (FULL)	EA	4	10,000.00	40,000
				SUBTOTAL	<u>\$459,689</u>
B. STORM DRAIN					
8.	REMOVE & REPLACE EXISTING CATCH BASIN	EA	6	6,250.00	\$37,500
				SUBTOTAL	<u>\$37,500</u>
C. SANITARY SEWER					
9.	4" SANITARY SEWER CONNECTION (1 PER BLDG)	EA	8	2,500.00	\$20,000
10.	SANITARY SEWER CLEAN OUT	EA	8	1,250.00	10,000
				SUBTOTAL	<u>\$30,000</u>
D. WATER SUPPLY					
11.	INSTALL FIRE HYDRANTS	EA	3	5,000.00	\$15,000
12.	2" WATER CONNECTION (1 PER BLDG.)	EA	8	3,000.00	24,000
13.	4" FIRE CONNECTION (1 PER BLDG.)	EA	8	5,500.00	44,000
14.	2" BACKFLOW PREVENTER	EA	8	6,250.00	50,000
15.	4" REDUCED PRESSURE DETECTOR ASSEMBLY	EA	8	6,250.00	50,000
16.	FIRE DEPARTMENT CONNECTOR WITH POST INDICATOR VALVE	EA	8	6,250.00	50,000
17.	2" WATER VALVE	EA	8	2,000.00	16,000
18.	WATER METER	EA	8	4,375.00	35,000
				SUBTOTAL	<u>\$284,000</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>E. MISCELLANEOUS</u>					
19.	STRIPING	LS	1	8,000.00	\$8,000
20.	LANDSCAPING AND IRRIGATION	LS	1	35,000.00	35,000
21.	LIGHTING	LS	1	35,000.00	35,000
				SUBTOTAL	<u>\$78,000</u>
				WEST BLOCK TOTAL	\$879,189

CENTER BLOCK

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>A. STREET IMPROVEMENTS</u>					
1.	CLEAR AND GRUB	LS	1	30,000.00	\$30,000
2.	EXCAVATION (REMOVE CURB, GUTTER AND SIDEWALK)	CYD	400	7.50	3,000
3.	AC SAWCUT	LF	1,312	1.25	1,640
4.	CONCRETE SUBGRADE COMPACTION	SF	16,168	1.00	16,168
5.	INSTALL 10-14' WIDE SIDEWALK	SF	13,380	20.00	267,600
6.	INSTALL VERTICAL CURB & GUTTER	LF	1,115	43.75	48,781
7.	INSTALL 25' WIDE COMMERCIAL DRIVEWAY	EA	5	10,000.00	50,000
8.	HANDICAP CURB RETURN (FULL)	EA	4	10,000.00	40,000
				SUBTOTAL	<u>\$457,189</u>
<u>B. STORM DRAIN</u>					
8.	REMOVE & REPLACE EXISTING CATCH BASIN	EA	5	6,250.00	31,250
				SUBTOTAL	<u>\$31,250</u>
<u>C. SANITARY SEWER</u>					
9.	4" SANITARY SEWER CONNECTION (1 PER BLDG.)	EA	5	2,500.00	\$12,500
10.	SANITARY SEWER CLEAN OUT	EA	5	1,250.00	6,250
				SUBTOTAL	<u>\$18,750</u>
<u>D. WATER SUPPLY</u>					
11.	INSTALL FIRE HYDRANTS	EA	0	5,000.00	0
12.	2" WATER CONNECTION (1 PER BLDG.)	EA	5	3,000.00	15,000
13.	4" FIRE CONNECTION (1 PER BLDG.)	EA	5	5,500.00	27,500
14.	2" BACKFLOW PREVENTER	EA	5	6,250.00	31,250
16.	FIRE DEPARTMENT CONNECTOR WITH POST INDICATOR VALVE	EA	5	6,250.00	31,250
17.	2" WATER VALVE	EA	5	2,000.00	10,000
18.	WATER METER	EA	5	4,375.00	21,875
				SUBTOTAL	<u>\$136,875</u>

E. MISCELLANEOUS

19.	STRIPING	LS	1	8,000.00	\$8,000
20.	LANDSCAPING	LS	1	35,000.00	35,000
21.	LIGHTING	LS	1	35,000.00	35,000
22.	UNDERGROUND EXISTING OVERHEAD UTILITIES	LS	1	40,000.00	<u>40,000</u>
SUBTOTAL					\$118,000
CENTER BLOCK TOTAL					\$762,064

EAST BLOCK

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
<u>A. STREET IMPROVEMENTS</u>					
1.	CLEAR AND GRUB	LS	1	15,000.00	\$15,000
2.	EXCAVATION (REMOVE CURB, GUTTER AND SIDEWALK)	CYD	221	7.50	1,658
3.	AC SAWCUT	LF	664	1.25	830
4.	CONCRETE SUBGRADE COMPACTION	SF	8,961	1.00	8,961
5.	INSTALL 10-14' WIDE SIDEWALK	SF	7,416	20.00	148,320
6.	INSTALL VERTICAL CURB & GUTTER	LF	618	43.75	27,038
7.	INSTALL 25' WIDE COMMERCIAL DRIVEWAY	EA	1	10,000.00	10,000
8.	HANDICAP CURB RETURN (FULL)	EA	2	10,000.00	20,000
SUBTOTAL					<u>\$231,806</u>
<u>B. STORM DRAIN</u>					
8.	REMOVE & REPLACE EXISTING CATCH BASIN	EA	2	6,250.00	\$12,500
SUBTOTAL					<u>\$12,500</u>
<u>C. SANITARY SEWER</u>					
9.	4" SANITARY SEWER CONNECTION (1 PER BLDG.)	EA	6	2,500.00	\$15,000
10.	SANITARY SEWER CLEAN OUT	EA	6	1,250.00	7,500
11.	SEWER LIFT STATION TO CONNECT TO MINER AVENUE SEWER MAIN (WESTBOUND) COMPLETE	EA	1	40,000.00	40,000
SUBTOTAL					<u>\$62,500</u>
<u>D. WATER SUPPLY</u>					
12.	INSTALL FIRE HYDRANTS	EA	2	5,000.00	\$10,000
13.	2" WATER CONNECTION (1 PER BLDG.)	EA	6	3,000.00	18,000
14.	4" FIRE CONNECTION (1 PER BLDG.)	EA	6	5,500.00	33,000
15.	2" BACKFLOW PREVENTOR	EA	6	6,250.00	37,500
16.	4" REDUCED PRESSURE DETECTOR ASSEMBLY	EA	6	6,250.00	37,500
17.	FIRE DEPARTMENT CONNECTION WITH POST INDICATOR VALVE	EA	6	6,250.00	37,500
18.	2" WATER VALVE	EA	6	2,000.00	12,000
19.	WATER METER	EA	6	4,375.00	26,250
SUBTOTAL					<u>\$211,750</u>

E. MISCELLANEOUS

20.	STRIPING	LS	1	4,000.00	4,000
21.	LANDSCAPING AND IRRIGATION	LS	1	17,500.00	17,500
22.	LIGHTING	LS	1	17,500.00	17,500
23.	UNDERGROUND EXISTING OVERHEAD UTILITIES	LS	1	60,000.00	60,000
				SUBTOTAL	<u>\$99,000</u>
				EAST BLOCK TOTAL	\$617,556

REMOVE AND RELOCATE EXISTING 72" STORM DRAIN LINE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	REMOVE 72" STORM DRAIN	LF	215	\$80.00	\$17,200
2.	INSTALL 72" STORM DRAIN	LF	277	560.00	155,120
3.	STORM DRAIN STRUCTURE	EA	3	45,000.00	135,000
4.	POTHOLE UTILITIES	LS	1	5,000.00	5,000
				72" STORM DRAIN IMPROVEMENTS	<u>\$312,320</u>

OFFSITE SEWER IMPROVEMENTS (EL DORADO ST. FROM MARKET ST. TO 400 FEET SOUTH OF MARKET ST.)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	INSTALL 18" SANITARY SEWER	LF	400	\$400.00	\$160,000
2.	REMOVE AND REPLACE SEWER MANHOLE	EA	2	10,000.00	20,000
				OFFSITE SEWER IMPROVEMENTS	<u>\$180,000</u>

OFFSITE CAL WATER IMPROVEMENTS (ASSUME THREE BLOCKS OF IMPROVEMENTS)

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	INSTALL 12" WATER	LF	1200	\$130.00	\$156,000
2.	INSTALL 12" GATE VALVES	EA	6	1,500.00	9,000
3.	CONNECT TO EXISTING	EA	6	1,200.00	7,200
4.	REPLACE FIRE HYDRANTS	EA	4	5,000.00	20,000
				OFFSITE CAL WATER IMPROVEMENTS	<u>\$192,200</u>

	WEST BLOCK	\$889,189
	CENTER BLOCK	\$762,064
	EAST BLOCK	\$617,556
	72" STORM DRAIN IMPROVEMENTS	\$312,320
	OFFSITE SEWER IMPROVEMENTS	\$180,000
	OFFSITE CAL WATER IMPROVEMENTS	<u>\$192,200</u>
	SUBTOTAL	\$2,953,329
	30% CONTINGENCY	<u>\$885,999</u>
	GRAND TOTAL	\$3,839,328