

## REQUEST FOR COUNCIL ACTION

**SUBJECT:** Project Participation Agreement for construction of improvements of 5600 West Phase 1, 2A and 2B Project between the City of West Jordan and Peterson Development, LLC.

**SUMMARY:** Consider approving and authorizing the Mayor to sign an agreement with Peterson Development, LLC for construction of improvements of 5600 West Phase 1, 2A and 2B Project

**FISCAL IMPACT:** \$89,225 from reserve funds for the road and storm drain capital accounts and the water enterprise fund, or as approved by City Council.

**STAFF RECOMMENDATION:**

Staff recommends that City Council consider the request to pay \$89,225 from a combination of accounts. If additional funding is approved, staff recommends that City Council approve the Project Participation Agreement as presented. If not, staff recommends that direction be given, and a final agreement be prepared by staff without further City Council action required.

**MOTION RECOMMENDED:**

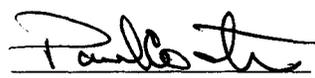
**Alternate Motion A:** I move to approve the use of reserve funds from road and storm drain capital accounts and the water enterprise fund, in the amount of \$89,225, and to adopt Resolution 14-19 directing staff to finalize and authorizing the Mayor to sign the Project Participation Agreement as presented.

**Alternate Motion B:** I move to approve the use of reserve funds from road and storm drain capital accounts and the water enterprise fund, in the amount of \$ \_\_\_\_\_, and to adopt Resolution 14-19 directing staff to finalize and authorizing the Mayor to sign the Project Participation Agreement to include the approved amount.

**Prepared by:**

  
Loretta Grundvig  
Development Coordinator

**Reviewed by:**

  
Paul Coates  
ODA Manager

**Reviewed by:**

  
David Murphy  
CIP Manager

**Reviewed as to legal form:**

  
Jeff Robinson  
City Attorney

**Recommended by:**

  
Richard L. Davis  
City Manager

## **BACKGROUND DISCUSSION:**

The City has caused plans and specifications to be prepared for the construction of the 5600 West Phase 1, 2A and 2B projects along 5600 West Street and 7800 South Street. Plans were also prepared for the construction of roundabout improvements at approximately 5600 West Street and Dry Wash (7600 South) and 7800 South Street and 5800 West.

The City staff has agreed to include the Roundabout Improvements in the City Project as an "add alternate" in the City's contract and to consider adding Extra Work on a case-by-case basis, subject to dedication of necessary real property and reimbursement for the cost of engineering design, construction management, quality assurance testing and construction costs associated with the Roundabout Improvements and Extra Work.

The proposed Project Participation Agreement covers the following: construction of and payment for the roundabout improvements with the City's capital facilities project for 5600 West and 7800 South; change orders that may potentially occur due to field conditions or design interpretations; and extra work that has been and may be requested.

The roundabouts on 5600 West and 7800 South are already included as "add alternatives" in the City's bid documents. The proposed agreement requires Developer to pay for the difference between the cost of constructing straight roads at 5600 West and 7800 South and the cost of constructing the roads with roundabouts. The payment amount will be based on the City's bid, which will not be received until January 30, 2014. Estimated costs are shown on Exhibit A of the Project Participation Agreement. Since the bid amount is unknown, language is included in the proposed agreement (section 7(b)) allowing the Developer 48 hours to review the City's bid and notify the City if the Developer wishes the City not to award the add alternatives. If the Developer determines to proceed with roundabout construction, the Developer will be required to pay the difference between with and without roundabout quantities based on the unit prices in the bid. Payment is due within thirty days after signing the Project Participation Agreement.

Previous extra work has been requested and constructed already and is shown in Exhibit B of the attached agreement as the Phase 1 Costs totaling \$39,225. The Developer has requested that the City cover this cost. The costs shown in Exhibit B as Phase 2 Costs are for extra work already requested, but not yet constructed or paid for. The proposed agreement states that, along with the cost of construction for roundabouts, Developer will pay the Phase 2 costs within thirty days of signing the Project Participation Agreement.

The Developer has also requested that the City pay \$50,000 for the design cost of the roundabouts. Prior to incorporating the Developer's roundabout design, the City contracted its own consultant to design the road. Due to the City having already expended funds for design, City staff has suggested that some amount between \$0.00 and less than \$50,000 may be more appropriate.

The proposed agreement assumes approval to use reserve funds from road and storm drain capital accounts and the water enterprise fund. If not approved, or if a lesser amount is approved, the agreement will need to be modified accordingly. This can be done by staff per the direction of City Council.

**THE CITY OF WEST JORDAN, UTAH**

A Municipal Corporation

RESOLUTION NO. 14-19

**A RESOLUTION AUTHORIZING THE EXECUTION BY THE MAYOR OF THE  
PROJECT PARTICIPATION AGREEMENT BETWEEN THE CITY OF WEST  
JORDAN AND PETERSON DEVELOPMENT, LLC FOR CONSTRUCTION  
OF IMPROVEMENTS AS PART OF THE CITY OF WEST JORDAN  
5600 WEST PHASE 1, 2A AND 2B PROJECT**

Whereas, the City Council of the City of West Jordan has reviewed the Project Participation Agreement for Construction of Improvements as Part of The City of West Jordan 5600 West Phase 1, 2a And 2b Project, between the City of West Jordan and Peterson Development, LLC; and

Whereas, the City Council of the City of West Jordan desires to approve use of reserve funds from road and storm drain accounts and the water enterprise fund in the amount designated by motion of the City Council; and

Whereas, the City Council of the City of West Jordan desires that said agreement be modified by staff as necessary to include said amounts; and

Whereas, the City Council of the City of West Jordan desires that said agreement be executed by the Mayor after modification by staff, if directed by motion of the City Council, and approval as to legal form; and

Whereas, the Mayor is authorized to execute the agreement.

**NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF WEST JORDAN, UTAH, THAT:**

Section 1. City staff is hereby directed to modify the proposed Project Participation Agreement for Construction of Improvements as Part of The City of West Jordan 5600 West Phase 1, 2a and 2b Project, between the City of West Jordan and Peterson Development, LLC, only if and to the extent directed by motion of the City Council.

Section 2. After modification and approval as to legal form by the City Attorney, the Mayor is hereby authorized and directed to execute the Project Participation Agreement for Construction of Improvements as Part of The City of West Jordan 5600 West Phase 1, 2a and 2b Project, between the City of West Jordan and Peterson Development, LLC.

Section 3. This Resolution shall take effect immediately upon passage.

Adopted by the City Council of West Jordan, Utah, this 29th day of January ,  
2014.

CITY OF WEST JORDAN

By: \_\_\_\_\_  
Mayor Kim V. Rolfe

ATTEST:

\_\_\_\_\_  
Melanie S. Briggs, City Clerk/Recorder

Voting by the City Council	"AYE"	"NAY"
Jeff Haaga	_____	_____
Judy Hansen	_____	_____
Chris McConnehey	_____	_____
Chad Nichols	_____	_____
Ben Southworth	_____	_____
Justin D. Stoker	_____	_____
Mayor Kim V. Rolfe	_____	_____

PROJECT PARTICIPATION AGREEMENT  
FOR CONSTRUCTION OF IMPROVEMENTS AS PART OF THE CITY OF WEST  
JORDAN 5600 WEST PHASE 1, 2A and 2B PROJECT

This Agreement is made as of \_\_\_\_\_, 2014 (the "Effective Date"), between Peterson Development, LLC, a Utah limited liability company (the "Developer"), and the City of West Jordan, a municipality organized and existing under Utah law (the "City").

RECITALS

- A. The City has caused plans and specifications to be prepared for the construction of the 5600 West Phase 1, 2A and 2B projects (the "City Project") along 5600 West Street and 7800 South Street in West Jordan, Utah.
- B. Plans have been prepared for the construction of roundabout improvements at approximately 5600 West Street and Dry Wash (7600 South) and 7800 South Street and 5800 West (the "Roundabout Improvements").
- C. The Developer desires to include in the City Project the construction of the Roundabout Improvements, and it is anticipated that the Developer may request inclusion of additional utility improvements (the "Extra Work") in the City Project.
- D. The City has agreed to include the Roundabout Improvements in the City Project and to consider adding Extra Work on a case-by-case basis, subject to dedication of necessary real property and reimbursement for the cost of engineering design, construction management, quality assurance testing and construction costs associated with the Roundabout Improvements and Extra Work, as set forth in this Agreement.

E. The parties agree that the parties shall pay the engineering design, construction management, and construction costs of the Roundabout Improvements as set forth in this Agreement; and

F. The parties enter this Agreement to set forth the terms and conditions by which the Roundabout Improvements and Extra Work may be constructed and installed as part of the City Project.

### TERMS

The parties agree as follows:

1. The City shall cause the Roundabout Improvements to be constructed and completed as part of the City Project. At Developer's request, the City will consider inclusion of Extra Work to be constructed as part of the City Project.

2. The Developer will acquire and dedicate, without cost to the City, all real property needed for construction of the Roundabout Improvements and Extra Work. The City acknowledges that possession of a portion of the real property may be obtained through a City approved easement from a neighboring property owner. The City will be relieved of any and all obligation, express or implied, to consider or cause Roundabout Improvements or Extra Work to be constructed as Part of the City Project if Developer fails to acquire and dedicate, by fee or easement, the real property.

3. All design documents, plans, and specifications for the Roundabout Improvements: (i) have been prepared and delivered to the City's Project Engineer; (ii) are in accordance with all requirements and specifications imposed by applicable regulatory agencies; (iii) have been approved by the Developer; and (iv) have been incorporated into

the City's plans and specifications (the "Plans and Specifications") as set forth in the contract documents for the construction of the City Project.

4. The City will manage the construction of the City Project, Roundabout Improvements and Extra Work and may use a contractor or consultant for construction management purposes.

5. (a) The City shall use a construction contractor qualified to do business and doing business in the State of Utah (the "Contractor") to construct the Roundabout Improvements and Extra Work. The Contractor shall have demonstrated competence and experience in constructing projects similar to that contemplated by this Agreement, and the City shall require the Contractor to hold current, relevant licenses from the State of Utah during all construction activities on the Roundabout Improvements.

(b) The City shall cause the Contractor to obtain all permits, licenses, and similar authorizations from applicable governmental organizations which are required to construct the Roundabout Improvements and Extra Work.

(c) As of the Effective Date, the Developer is satisfied the Contractor currently meets the requirements set forth in subparagraph 4(a), and the Developer hereby gives its approval of the selection of the Contractor.

6. (a) The Developer may select and employ, at its expense, such consultants as it deems reasonable to assist it in the inspection of the construction of the Roundabout Improvements and Extra Work. The Developer and its consultants shall work with and through the City's project manager as designated from time to time. Currently, the City's project manager is David Murphy, P.E., (801)569-5074. The Developer shall not give

orders directly to the Contractor or any City contractor or consultant unless authorized in writing by the City to do so.

(b) The City shall cause the Contractor to construct the Roundabout Improvements in accordance with the Plans and Specifications, including changes or additions to those Plans and Specifications which have been approved by the Developer and the City. All change orders relating to field conditions, design issues, other unexpected matters or changes requested by Developer which relate to the Roundabout Improvements shall be at the sole expense of the Developer. Except as set forth in the preceding sentence, any change orders requested by the City which relate to the Roundabout Improvements shall be at the sole expense of the City. Change orders shall be communicated by the City to the Contractor. The Developer shall provide to the City's project manager information about any problem(s) or concern(s) the Developer may have with construction of the Roundabout Improvements.

(c) The City shall, in good faith, consider requests from Developer for Extra Work. If the City determines that it will not negatively impact the City Project schedule or budget, the City shall cause the Contractor to construct the Extra Work, including changes or additions to the Plans and Specifications requested by the Developer and approved by the City. Unless the City agrees in writing to contribute to or pay for Extra Work requested by the Developer, all change orders for Extra Work requested by Developer shall be at the sole expense of the Developer. Change orders shall be communicated by the City to the Contractor. The Developer shall provide to the City's project manager information about any problem(s) or concern(s) the Developer may have with construction of the Extra Work. Extra Work requested by Developer prior to the

Effective Date and to be paid for by Developer according to section 7 of this Agreement includes the following:

- (i) redesign of the outflow pipe from the detention basin, with an estimated cost of \$1,500.00; and
- (ii) items shown in Exhibit B as Phase 2 Sewer, Phase 2 Water and Phase 2 Storm, with estimated costs as shown therein (the "Phase 2 Extra Work").

(d) If the City or the Contractor proposes any change(s) to the Roundabout Improvements that may result in a change order subject to the Developer's expense as set forth herein, the City shall provide written notice of the proposed change(s) to the Developer. The Developer shall communicate to the City its questions or concerns within two (2) business days following receipt of the City's notice.

7. (a) The City and Developer shall pay for the costs attributable to the engineering design, construction management, quality assurance testing and construction of the Roundabout Improvements and Extra Work as follows:

The City shall pay for the following costs:

- (i) The cost of constructing a straight road through the area where the Roundabout Improvements are to be constructed.
- (ii) The cost attributable to the engineering design of the Roundabout Improvements. Such costs are estimated to be Fifty Thousand Dollars (\$50,000).
- (iii) The cost attributable to wet and dry utility laterals which have been installed in 5600 West for the benefit of the Project

shown in Exhibit B as Phase 1 Costs (the "Phase 1 Extra Work"), in the amount of Thirty Nine Thousand Two Hundred Twenty Five Dollars (\$39,225).

Developer shall pay for the following costs:

- (i) The Developer shall pay its consultant directly for all engineering design cost of the Extra Work.
- (ii) The actual cost attributable to wet and dry utility laterals which will be installed in 7800 South for the benefit of the Project and the actual cost attributable to the Phase 2 Extra Work.
- (iii) Within thirty (30) calendar days after execution of this Agreement, the Developer shall pay to the City the construction costs for the Roundabout Improvements and Phase 2 Extra Work based on the unit price schedule as bid and defined in the City Project documents, plus ten percent (10%) contingency. The contingency will be refunded to Developer if not used.
- (iv) Within thirty (30) calendar days after receipt of an invoice for a change order for completed work related to Roundabout Improvements for which the Developer is responsible under the terms of this Agreement, the Developer shall pay to the City the actual cost of the change order.
- (v) Prior to the City's inclusion of any additional Extra Work in a change order, other than the Phase 1 Extra Work and the

Phase 2 Extra Work, the Developer shall pay to the City the cost of the change order.

(b) The quantities and estimated costs of Roundabout Improvements are attached hereto as Exhibit A. The unit price schedule and contingency will be as set forth in the Contractor's bid in which the Roundabout Improvements appear as "add alternatives". Award of add alternatives is not mandatory. Within 48 hours after Developer is given a copy of the unit price schedule and contingency, Developer will notify the City in writing if Developer does not want the add alternatives awarded. If the City receives the written notification within the 48 hour notice period, the City will not award the add alternatives, Roundabout Improvements will not be constructed, and Developer will not be required to pay for the Roundabout Improvements as set forth in section 7(a)(iii) of this Agreement. Developer will still be required to pay for Phase 2 Extra Work as set forth in section 7(a)(iii).

(c) The City shall be responsible for making all payments to the Contractor and any other contractors and consultants used for construction of the City Project, Roundabout Improvements and Extra Work.

(d) The City shall require the Contractor to submit costs per the bid schedule. At such time as the Contractor forwards an invoice to the City for any change order costs, the City shall forward a copy of the invoice to the Developer.

(e) The City shall require other contractors and consultants to submit costs incurred in providing construction management services for the Roundabout Improvements and Extra Work. At such time as a contractor or consultant forwards an invoice to the City for any appropriate costs, the City shall forward a copy of the invoice to the Developer.

(f) The Developer shall review the invoice(s) within five (5) business days following receipt by the Developer and shall notify City in writing of any questions or concerns about the invoice(s) within said five (5) day review period. Developer shall pay the City the invoiced amount as set forth in section 7(a) of this Agreement.

(g) All funds tendered to the City by the Developer under this Agreement shall constitute reimbursement of actual costs paid by the City to the Contractor and to other contractors or consultants for construction of the Roundabout Improvements and Extra Work.

8. The parties agree that upon completion of construction of the Roundabout Improvements, the City will own them. Maintenance responsibilities shall be as set forth by separate agreement.

9. This Agreement, including exhibits, attachments, and references to incorporated documents, specifically including the City's Plans and Specifications, constitute the entire agreement between the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matters contained in this Agreement.

10. The parties shall perform those acts and/or sign all documents required by this Agreement or which may be reasonably necessary to effectuate the terms of this Agreement.

11. Neither party may assign this Agreement, or any of its rights, duties, or obligations under this Agreement, without the prior written consent of the other, which consent shall not be withheld unreasonably. Any assignment made in violation of this paragraph or in violation of law shall be void.

12. This Agreement does not create any kind of joint venture, partnership, agency, or employment relationship between the parties.

13. The parties shall comply with all applicable federal, state, and local laws and ordinances in the performance of this Agreement. Any terms which the parties as governmental entities are mandated by law to include in this Agreement shall be considered part of this Agreement.

14. This Agreement cannot be amended except by a written instrument signed by the parties.

15. If any legal action is brought to enforce this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action, in addition to any other relief to which it may be entitled.

16. In the event a court, governmental agency, or regulatory agency with proper jurisdiction determines that any provision of this Agreement is unlawful, that provision shall terminate. If a provision is terminated, but the parties can legally, commercially, and practicably continue to perform this Agreement without the terminated provision, the remainder of this Agreement shall continue in effect.

17. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations by reason of earthquakes or other natural disaster; strikes or other labor unrest; power failures; civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; or any other circumstances which are not within its reasonable control.

18. Any notice, communication, or payment required or allowed by this Agreement shall be mailed or hand-delivered to each party as follows:

If to the City, to:

City of West Jordan  
Attn: City Clerk  
8000 South Redwood Road  
West Jordan, UT 84088

If to the Developer, to:

Peterson Development Company, LLC  
Attention: Barrett Peterson  
225 South 200 East, Suite 300  
Salt Lake City, Utah 84111  
Telephone: (801) 532-2233  
Facsimile: (801) 532-7110

Each party may change the designation of the addressee or the address for that party by providing written notice of the change.

19. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

20. The parties intend that this Agreement benefit only them, and they do not intend there to be any third-party beneficiaries.

21. The parties understand and agree that the City is a governmental entity under the Utah Governmental Immunity Act, Title 63G, Chapter 7, Utah Code Ann., 1953, as amended. The City does not waive any defenses otherwise available under the Governmental Immunity Act.

**[Signatures on following pages]**

WEST JORDAN CITY, a municipality and political subdivision of the State of Utah

By: \_\_\_\_\_  
Kim V. Rolfe, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Briggs, City Clerk

**CITY ACKNOWLEDGEMENT**

STATE OF UTAH            )  
  : ss.  
County of Salt Lake        )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before the undersigned notary public in and for the said state, personally appeared Kim V. Rolfe, known or identified to me to be the Mayor of West Jordan City and the person who executed the foregoing instrument on behalf of said City and acknowledged to me that said City executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Utah  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Peterson Development Company, LLC, a Utah Limited Liability Company,

By: \_\_\_\_\_

Its: \_\_\_\_\_

Print Name: \_\_\_\_\_

**DEVELOPER ACKNOWLEDGEMENT**

STATE OF UTAH            )  
  : ss.  
County of Salt Lake        )

On this \_\_\_\_ day of \_\_\_\_\_, 2014, before the undersigned notary public in and for the said state, personally appeared \_\_\_\_\_, known or identified to me to be the \_\_\_\_\_ of Peterson Development Company, LLC, and the person who executed the foregoing instrument and acknowledged to me that said company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Utah  
Residing at: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EFFECTIVE            DATE: \_\_\_\_\_

EXHIBIT A

ROUNDABOUT IMPROVEMENTS

## 7800 South Roundabout

### City of West Jordan Costs

Item	Quantity		Unit Cost	Amount
Road Excavation	5969	CY	\$12.00	\$71,628.00
Pavement Demolition	2100	SF	\$1.50	\$3,150.00
GeoFabric	52272	SF	\$0.20	\$10,454.40
GeoGrid	52272	SF	\$0.20	\$10,454.40
Asphalt Concrete	2067	Tons	\$75.00	\$155,025.00
Untreated Base	1936	CY	\$25.00	\$48,400.00
Granular Borrow	2904	CY	\$20.00	\$58,080.00
30 " Curb & Gutter	1188	LF	\$20.00	\$23,760.00
<b>Total</b>				<b>\$380,951.80</b>

### Developer Costs

Item	Quantity		Unit Cost	Amount
Roadway Excavation Costs	6,647	CY	\$12.00	\$79,764.00
Pavement Demolition	2,100	SF	\$1.50	\$3,150.00
GeoFabric	51,850	SF	\$0.20	\$10,370.00
GeoGrid	51,850	SF	\$0.20	\$10,370.00
Asphalt Concrete	2,380	Tons	\$75.00	\$178,500.00
Untreated Base	3,128	CY	\$25.00	\$78,200.00
Granular Borrow	3,910	CY	\$20.00	\$78,200.00
30" Curb & Gutter	1,584	LF	\$20.00	\$31,680.00
20" Mountable Curb	371	LF	\$18.00	\$6,678.00
UDOT Type B5 Curb	1,661	LF	\$12.00	\$19,932.00
6" Raised Concrete Curb	270	LF	\$10.00	\$2,700.00
Concrete Truck Apron	2,765	SF	\$12.00	\$33,180.00
Median Landscape by Developer	11,232	SF	\$0.00	\$0.00
Concrete Sidewalk	3,018	SF	\$4.50	\$13,578.75
Concrete Drive Approach	1	EA	\$4,000.00	\$4,000.00
Pedestrian / Bike Ramps	19	EA	\$2,400.00	\$45,600.00
Plowable End Sections	9	EA	\$1,000.00	\$9,000.00
Signs	54	EA	\$300.00	\$16,200.00
Street Lights by developer	0	EA	\$5,000.00	\$0.00
18" Storm Drain	190	LF	\$70.00	\$13,300.00
Inlet Box	4	EA	\$3,000.00	\$12,000.00
4 ' Manhole	1	EA	\$5,000.00	\$5,000.00
Power Conduit	120	LF	\$10.00	\$1,200.00
<b>Total</b>				<b>\$652,602.75</b>

Increased Cost Due to Roundabout

**\$271,650.95**

## 5600 West Roundabout

### City of West Jordan Costs

Item	Quantity	Unit Cost	Amount
Road Excavation	5250 CY	\$12.00	\$63,000.00
GeoFabric	64328 SF	\$0.20	\$12,865.60
GeoGrid	64328 SF	\$0.20	\$12,865.60
Asphalt Concrete	2559 Tons	\$75.00	\$191,925.00
Untreated Base	2383 CY	\$25.00	\$59,575.00
Granular Borrow	5001 CY	\$20.00	\$100,020.00
30" Curb & Gutter	1462 LF	\$20.00	\$29,240.00
<b>Total</b>			<b>\$469,491.20</b>

### Developer Costs

Item	Quantity	Unit Cost	Amount
Roadway Excavation Costs	6,821 CY	\$12.00	\$81,855.00
GeoFabric	51,850 SF	\$0.20	\$10,370.00
GeoGrid	51,850 SF	\$0.20	\$10,370.00
Asphalt Concrete	2,380 Tons	\$75.00	\$178,500.00
Untreated Base	3,128 CY	\$25.00	\$78,200.00
Granular Borrow	3,910 CY	\$20.00	\$78,200.00
30" Curb & Gutter	1,584 LF	\$20.00	\$31,680.00
20" Mountable Curb	355 LF	\$18.00	\$6,390.00
UDOT Type B5 Curb	1,274 LF	\$12.00	\$15,288.00
6" Raised Concrete Curb	270 LF	\$10.00	\$2,700.00
Concrete Truck Apron	2,220 SF	\$12.00	\$26,640.00
Median Landscape by Developer	11,150 SF	\$0.00	\$0.00
Concrete Sidewalk	3,186 SF	\$4.50	\$14,334.75
Pedestrian / Bike Ramps	19 EA	\$2,400.00	\$45,600.00
Plowable End Sections	9 EA	\$1,000.00	\$9,000.00
Signs	56 EA	\$300.00	\$16,800.00
Street Lights by developer	0 EA	\$5,000.00	\$0.00
18" Storm Drain	165 LF	\$70.00	\$11,550.00
24" Storm Drain	165 LF	\$80.00	\$13,200.00
Combination Inlet Box	4 EA	\$5,000.00	\$20,000.00
Power Conduit	120 LF	\$10.00	\$1,200.00
<b>Total</b>			<b>\$651,877.75</b>

**Increased Cost Due to Roundabout**

**\$182,386.55**

**EXHIBIT B**

**PHASE 1 EXTRA WORK AND PHASE 2 EXTRA WORK**

## Utility Reimbursement

Developer Costs				
Item	Quantity		Unit Cost	Amount
<b>Phase 2 Sewer</b>				
6" Sewer lateral	2	ea	\$6,000.00	\$12,000.00
4" Sewer lateral	1	ea	\$5,000.00	\$5,000.00
<b>Phase 2 Water</b>				
3/4" Water service & Meter box at roundabout	2	ea	\$1,000.00	\$2,000.00
2" Water Service & Meter Vault	2	ea	\$4,000.00	\$8,000.00
10" Culinary Water PVC	88	lf	\$60.00	\$5,280.00
10" Gate Valve	1	ea	\$3,000.00	\$3,000.00
12" Culinary Water PVC	351	lf	\$65.00	\$22,815.00
12" Gate Valve	3	ea	\$3,000.00	\$9,000.00
Blow-off Valve & Plug	4	ea	\$2,000.00	\$8,000.00
<b>Phase 2 Storm</b>				
5' Storm drain manhole	2	ea	\$5,000.00	\$10,000.00
18" RCP	64	lf	\$70.00	\$4,480.00
2'x3' CB with Curb Face Inlet	1	ea	\$3,000.00	\$3,000.00
<b>Phase 2 Total</b>				<b>\$92,575.00</b>
<b>Phase 1 Costs</b>				
Power Vaults - Upgrade to Switch Gear Vault	1	LS	\$9,236.00	\$9,236.00
2-2" Water Service Vault	1	LS	\$18,580.00	\$18,580.00
10" Water Tee with Gate Valves	1	LS	\$11,409.00	\$11,409.00
<b>Phase 1 Total</b>				<b>\$39,225.00</b>
<b>Total</b>				<b>\$131,800.00</b>