

RESOLUTION NO. 2005-81

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT
AGREEMENT WITH THE FLORIN RESOURCE CONSERVATION DISTRICT FOR
WATER FACILITIES CONSTRUCTED AS PART OF THE OLD TOWN ELK GROVE
IMPROVEMENT PROJECT**


WHEREAS, the Florin Resource Conservation District desires to construct a water main and related facilities in Elk Grove Boulevard to improve water service along and adjacent to Elk Grove Boulevard; and

WHEREAS, to ensure proper coordination of construction activities, the water facilities will be installed as part of the Old Town Elk Grove Improvement Project; and

WHEREAS, all costs associated with construction of the water main will be the responsibility of Florin Resource Conservation District Water Facilities.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby authorizes the City Manager to execute a reimbursement agreement between the Florin Resource Conservation District and the City of Elk Grove for water facilities constructed as part of the Old Town Elk Grove Improvement Project.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 23rd day of March 2005.




DANIEL BRIGGS, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

**REIMBURSEMENT AGREEMENT BETWEEN
THE FLORIN RESOURCE CONSERVATION DISTRICT WATER FACILITIES
AND THE CITY OF ELK GROVE**

This ("Agreement") is made and entered into this ___ day of March 2005 ("Effective Date") by and between the Florin Resource Conservation District, a California public agency ("the District") and the City of Elk Grove, California, a municipal corporation ("the City"). The District and the City are individually referred to as "Party" and collectively referred to as "Parties" herein.

WITNESSETH

A. The City is in the process of improving a length of Elk Grove Boulevard located between Elk Grove – Florin Road and School Street ("Project Area");

B. The parties desire to contract for the City to provide for the construction of a new water system ("Water System"), to be owned by the District for the District's sole use, within the Project Area and to construct these improvements for the benefit of the District, and for the District to reimburse the City for the costs of such construction, pursuant to the terms and conditions set forth in this Agreement. A map depicting the location of the Project Area and Water System is set forth in Exhibit A;

NOW THEREFORE, the District and the City, for and in consideration of the mutual promises and agreements herein contained do agree as follows:

1. Purpose. The purpose of this Agreement is to provide for the construction of the Water System in the Project Area for the District and to establish a mechanism for reimbursement of specified future costs incurred by the City in furtherance of the construction of such Water System.

2. Term of Agreement. This Agreement shall be in full force and effect for a period beginning as of the date first above written and continuing until all repayment and reimbursement obligations of the District to the City are satisfied in full in accordance with the terms of this Agreement.

3. Reimbursement to the City for Water System.

3.1. The bid proposal for the construction contract for the Project Area ("Construction Contract") shall bid the Water System separated by Unit Costs, based on the District Engineer's ("Engineer's") estimated cost for the Water System work, which is attached to this Agreement (for informational and planning purposes) as Exhibit B. The actual cost of the Water System shall be entirely dependent upon the unit prices bid, the actual measured quantities and any approved change orders, each as provided for in this Agreement. The accepted bid documents for the Water System (the "Water System Construction Item") are as shown on Exhibit C, which shall be attached to this Agreement and made a part hereof as if fully set forth herein. Subject to the terms and conditions of this Agreement, the City is authorized by the

District to incur costs for the construction of the Water System in the Project Area on behalf of the District, and these costs shall become a debt of the District.

3.2 Costs for Mobilization, Construction Area Signs and Traffic Control ("Additional Costs") are necessary for both the City's road project and the construction of the Water System. The District's pro-rata portion of these Additional Costs shall be reimbursed to the City and shall be divided between the District and the City according to their respective percentage of the overall project costs (determined from the actual measured quantities, the bid unit prices and any approved change orders). For example, if the total project cost (road project plus Water System, but excluding the Additional Costs) is \$3,219,012.00 and the Water System costs are \$513,800.00, then the District's contribution towards the Additional Costs would be 15.96% of the Additional Costs. The District's payments to reimburse the City for Additional Costs shall be made in accordance with the payment schedule as set forth at Sections 3.3 and 3.4.

3.3 Subject to the satisfaction of the conditions precedent set forth in Paragraph 4, the District agrees to reimburse the City for the costs of the Water System and Additional Costs in three payments, according to the following schedule: the District shall pay the first payment (the "First Payment") one (1) business day after the District receives written notice that the City has issued the notice to proceed to the general contractor of the Water System (the "First Payment"). This First Payment for the Water System and Additional Costs shall be solely based on the unit prices bid, the quantities at time of bid opening and any approved change orders. The District shall pay the second payment (the "Second Payment"), excepting any disputed amounts, within thirty (30) calendar days after the District's initial receipt and approval of an invoice from the City, or forty-two (42) days after its initial receipt of such invoice. This Second Payment for the Water System and Additional Costs shall be solely based on the unit prices bid, the quantities at time of bid opening and any approved change orders. The District shall pay the third payment (the "Third Payment") within one (1) business day after the District's written acceptance of the Water System, which acceptance shall be given within thirty (30) calendar days after the filing of a Notice of Completion for the Water System, provided, however, that the City shall first provide proof that the time for filing any stop notices, bond claims, and/or mechanic's and materialmen's liens has run without any such notices, claims or liens having been filed (or the City having obtained satisfactory releases of same); and provided further, that the District shall have verified construction of the Water System in substantial accordance with the plans and specifications, by such reasonable inspection and investigation as the District may require. The Third Payment for the Water System shall be based on the unit prices bid, the actual measured quantities and any approved change orders. The Third Payment for the Additional Costs shall be based upon the unit prices bid, the quantities at time of bid opening and any approved change orders. In the event that any portion(s) of the Second Payment or Third Payment are disputed, the District shall pay the City all undisputed portions of the Payment, subject to the exceptions herein, within thirty (30) days after receiving written notice of completion of the Water System Construction Item. If the District elects to disapprove all or a portion of the City's invoice(s), the District must, within a twelve (12) calendar day period, furnish the City with a written statement describing those items that are disapproved.

3.4 The amount of the First Payment shall be fifty percent (50%) of the total amount set forth in the Construction Contract for construction of the Water System and the

Additional Costs. The amount of the Second Payment shall be twenty-five percent (25%) of the total amount set forth in the Construction Contract for construction of the Water System and the Additional Costs. The amount of the Third Payment shall be equal the remaining balance of the amount for construction of the Water System and the Additional Costs, plus any approved change orders. A final settlement invoice (the "Fourth Payment") for the Additional Costs shall be sent to the District within thirty (30) days from the completion of both the Water System and the City's road construction. Final project costs will be determinable at this time and the pro-rated percentage allocated between the District and the City will be measurable. This invoice shall reflect any necessary price adjustment (upwards or downwards) based upon the unit prices bid, the actual measured quantities and any approved change orders for the Additional Costs. If payment is owing, the District shall make payment to the City within thirty (30) calendar days after the District's initial receipt and approval of an invoice from the City, or forty-two (42) days after its initial receipt of such invoice

3.5 If any fee, charge or payment payable under this Agreement is not paid on the due date thereof, it shall bear interest from the due date until the date paid at a rate equal to the greater of either five (5%) percent or the highest rate allowable by law.

4. Conditions Precedent to the District's Obligations. The District's obligations and agreements hereunder are expressly conditioned upon satisfaction of each of the conditions precedent set forth below (sometimes referred to in the singular as a "Condition Precedent" and collectively as the "Conditions Precedent"). Notwithstanding the foregoing, the District shall notify the City in writing within fifteen (15) business days after the District's discovery of the City's alleged failure to satisfy, either in whole or in part, any of the Conditions Precedent listed in this Paragraph 4. The City shall thereafter have fifteen (15) business days to cure such deficiency to the reasonable satisfaction of the District. If no written notice is received by the City regarding an alleged deficiency within the prescribed time, the Condition Precedent will be waived and deemed satisfactory to the District.

4.1. The District shall have received this Agreement, and any documents required hereby, all in form and content satisfactory to the District, and all duly executed by the appropriate party or parties;

4.2. The District having given its prior written approval to the provisions of the Construction Contract relating to construction of the Water System; and

4.3. The satisfactory completion of the construction of the Water System.

5. Approval of Plans and Specifications; Inspection. The District will review the design process and approve the construction plans, specifications, and contract documents as they relate to the Water System, prior to the City soliciting or receiving bids or entering into contracts for the construction of the Water System. Any amendments to such plans and specifications shall be subject to approval by the District.

6. Approval of Bid. Upon the District's approval of the Engineer's estimate for the Water System, the Water System shall be included in the total construction cost for the Construction Contract for purposes of determining the lowest responsible bidder. Upon receipt of

bids for the Construction Contract, the City shall determine the lowest responsible bid and award a contract.

7. Inspection and Approval of Construction. The District shall be responsible for managing, inspecting and approving construction and installation of the Water System (including, without limitation, requests for instructions or clarification and contractor coordination), and the City agrees to cooperate with the District in its performance of same. The District shall not be responsible for managing, inspecting or approving any portion of the road construction project other than construction and installation of the Water System.

8. Notice to Proceed; Notice of Completion; Acceptance of Water System. As soon as possible upon satisfaction by the contractor of all Conditions Precedent to the issuance of a notice to proceed, the City shall issue a notice to proceed to contractor. Upon completion of the Water System, and the City's determination that construction of the Water System and the road project have been completed in accordance with the plans and specifications therefore, the City shall file with the County Recorder of the County of Sacramento a Notice of Completion pursuant to Section 3093 of the Civil Code. Provided that all stop notices and claims which may have been filed with respect to amounts which are claimed to be owing with respect to construction of the Water System are paid or settled and withdrawn, and provided that the District has verified in writing to the City that the Water System has been constructed in substantial accordance with the plans and specifications, the District shall accept the completed Water System within thirty (30) days after the filing of the Notice of Completion.

9. Change Orders. The District shall give written approval for any change order to the provisions of the Construction Contract relating to construction of the Water System which the District negotiates with the contractor for such work and which the District determines (in its sole discretion) is necessary to the satisfactory completion of the construction of the Water System and/or to ensure that the Water System, when constructed, will operate as intended without unreasonable costs. The amount of any change orders so approved by the District shall be deemed "Approved Change Orders" and shall be added to the total Water System costs to be reimbursed by the District. Contractor shall make any changes in the construction of the Water System as requested by the District in writing. The District agrees to provide reimbursement to the City for any and all changes made to the plans and specifications that are requested and approved in writing by the District. If actual expenditures exceed the amount listed in Exhibit C, the City may request in writing that the District provide reimbursement for additional quantities of work. The District shall not provide reimbursement for costs that result from changes to the plans and/or specifications that are not approved in writing by the District prior to construction.

10. Payment of Claims. The City shall promptly pay or cause to be paid when due all undisputed costs and expenses incurred in connection with the Water System and the road project; shall keep the property free and clear of any liens, encumbrances, charges or claims other than those approved in writing in advance by the District; and shall pay and promptly discharge, at the City's sole expense, all liens, encumbrances, charges and claims upon all or any part of the property, other than those permitted in writing by the District.

11. Insurance. The City shall cause the Contractor that constructs the Water System, or a portion thereof, to furnish to the District and to require all of its subcontractors to furnish the

District a certificate or certificates substantiating the fact that it and its subcontractors have taken out the insurance hereinafter set forth for the period covered by this Agreement with an insurance carrier acceptable to the District in a form satisfactory to the District. Each certificate shall bear an endorsement precluding the cancellation, suspension, or reduction in coverage of any policy covered by such certificate before the expiration of thirty (30) days after the District shall have received written notification of such cancellation, suspension, or reduction by registered mail. At a minimum, the Contractor, and its subcontractors, shall obtain public liability and property damage insurance that includes, but is not limited to:

(a) Public liability and property damage insurance that includes, but is not limited to, protection against claims arising from personal injury; property damage; losses related to independent contractors, products and equipment; and explosion, collapse and underground hazards. The amount of the insurance coverage shall be not less than \$1,000,000.00 (combined single limit) for one or more persons injured and property damaged in each occurrence. The public liability and property damage insurance shall also name as an insured, on a primary basis, the District and its officers, officials, employees, agents, and volunteers. This insurance shall directly protect the District as well as the City and their respective agents.

(b) Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

Each policy of insurance shall specify that (1) the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured, and that (2) it acts as primary insurance and that no insurance held or owned by the District shall be called upon to cover either in full or part any loss covered under the policy acquired by general contractor(s).

12. Indemnity. (a) The City, by execution of this Agreement, and each Contractor and subcontractor, by acceptance of payment for work done on the Water System, or portion thereof, specifically agrees to assume the defense of, indemnify and hold harmless the District and its elected officials, officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type and description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which they may be subjected or put, by reason of or resulting from the construction, or the installation of the Water System, except Liabilities arising from the active negligence, the sole negligence, or the willful misconduct of the District. This indemnification shall extend to Liabilities occurring after this Agreement is terminated as well as while it is in force. With respect to Liabilities resulting from any patent deficiency, this indemnification shall terminate four years after District's acceptance of the Project; and, with respect to Liabilities resulting from any latent deficiency, this indemnification shall terminate ten years after District's acceptance of the Project. The term "patent deficiency" shall have the meaning ascribed to such term in Code of Civil Procedure section 337.1. The term "latent deficiency" shall have the meaning ascribed to such term in Code of Civil Procedure section 337.15.

(b) To qualify for payment of the costs of the Water System hereunder, the

contract pursuant to which the Water System was constructed shall contain the following provision:

Contractor specifically agrees to assume the defense of, indemnify and hold harmless the Florin Resource Conservation District (District) and the District's elected officials, officers, employees, consultants, and agents from and against all liabilities, actions, damages, claims, losses or expenses of every type or description, including attorneys' and consultants' fees and expenses (collectively "Liabilities"), to which District may be subjected or put, by reason of or resulting from the construction or the installation of the facilities and improvements that are the subject of this Contract, except Liabilities arising from the sole negligence, the active negligence, or the willful misconduct of the District. This indemnification shall extend to Liabilities occurring after this Contract is terminated as well as while it is in force. Contractor acknowledges that District is the third party beneficiary of this provision and that Owner intends to assign any interest it has in this indemnification to District.

The City, by execution of this Agreement, and each Contractor, by acceptance of payment for work done on the Water System, or portion thereof, assigns to the District any interest it has in the indemnification so provided to the City in the construction contract or contracts for the Water System.

(c) The District agrees to and does hereby indemnify, hold harmless and defend the City and its elected officials, officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of any injury to or death of any persons, including the City or its elected officials, officers, agents and employees, or damage to or loss of any property caused by the negligence of the District, or any person, firm or corporation employed by the District, either directly or by independent contract, arising out of, or in any way connected with this Agreement, except liabilities arising from the active negligence, the sole negligence, or the willful misconduct of the City.

13. Further Assurances. The City shall promptly provide to the District all contracts, invoices, and other documents and information which the District may request for purposes of completing any determination of the reimbursement amount. In addition, each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent and agreements of the Parties hereto.

14. Public Work. The construction of the Water System shall be accomplished as a public works project of the City in accordance with all provisions of the Labor Code, Civil Code and Public Contract Code which are applicable thereto.

15. Ownership of the Water System. The City and the District agree that, once the District accepts the Water System pursuant to Sections 3.2 and 8 herein, the City shall release and relinquish all rights and interests, if any, it has in the Water System and the District shall be the sole owner of the Water System which shall exist for the District's exclusive use.

16. Time is of Essence. Time is of the essence for this Agreement.

17. Notice. Notices under this Agreement shall be deemed given when delivered by First Class Mail, Postage Prepaid, as follows:

City:

City of Elk Grove
Public Works
8400 Laguna Palms Way
Elk Grove, CA 95758
Attn: City Engineer

with a copy to: City of Elk Grove
8400 Laguna Palms Way
Elk Grove, CA 95758
Attn: John Danielson, City Manager

with a copy to:

Kronick, Moskovitz, Tiedemann & Girard
400 Capitol Mall, 27th Floor
Sacramento, CA 95814
Attn: Patrick Enright

District:

Elk Grove Water Service
Department of Florin Resource Conservation District
9257 Elk Grove Boulevard
Elk Grove, CA 95624
Attn: Michael B. Kenny

with a copy to:

Best, Best, Kreiger LLP
400 Capitol Mall, Suite 1650
Sacramento, CA 95814
Attn: Ann M. Siprelle

18. Binding Agreement. Each and every provision of this Agreement shall be binding and inure to the benefit of the successors in interest of the parties hereto.

19. Amendments. This Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

20. Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act. Failure to insist on any one occasion upon strict compliance with any of the

terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

21. No Third-Party Beneficiaries. The performance of the respective obligations under this Agreement are not intended to benefit any party other than the Parties, except as expressly provided otherwise herein. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, except as expressly provided otherwise herein.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement.

23. Exhibits. All Exhibits hereto are incorporated herein.

24. Integration. This is an integrated Agreement containing all of the considerations, understandings, promises and covenants exchanged between the Parties.

25. Attorneys' Fees. In any action to enforce the provisions of this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees.

26. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full effect as though such invalid or unenforceable provision had not been a part of this Agreement.

27. Governing Law; Venue. This Agreement is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this Agreement, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California.

IN WITNESS WHEREOF, this Agreement is executed the day and year first above written, by the parties, as follows:

CITY OF ELK GROVE

FLORIN RESOURCE CONSERVATION
DISTRICT

By: _____

By: _____

John Danielson, City Manager

Michael B. Kenny, General Manager

ATTEST:

APPROVED AS TO FORM

By: _____

BY _____

Peggy E. Jackson, City Clerk

Anthony B. Manzanetti, City Attorney

Exhibit "A"

Project Area

Old Town Elk Grove Bl. Water Main



EXHIBIT "B"
"Estimated Water System Costs"

EXHIBIT "C"
"Bid Documents"

Bid documents are on file in the office of the City Clerk.

EXHIBIT B
ENGINEER'S EXHIBIT

FINAL OPINION OF PROBABLE COST
Elk Grove Boulevard, Walnut Avenue to School Street
City of Elk Grove

1	Modification	1	LS	\$25,000	\$25,000
2	Construction Area Signs and Traffic Co	1	LS	\$400,000	\$400,000
3	Cleaning and Lubbing	1	LS	\$25,000	\$25,000
4	Cleaning business and Residential Proj	1	LS	\$50,000	\$50,000
Storm Water Pollution Prevention Plan					
Preparation, Compliance and Erosion					
5	Control	1	LS	\$30,000	\$30,000
6	Type A AC (Roadway Section)	3652	TON	\$81	\$293,388
7	Type A AC (1 1/2" Overlay)	858	TON	\$81	\$69,498
8	Type A AC (Pavement Rehab)	18900	SF	\$4	\$75,600
9	Type A AC (Temporary Paving)	229	TON	\$91	\$20,839
10	Class 2 AS	1756	LT	\$42	\$73,512
11	Class 2 AS (Temporary Paving)	42	LT	\$42	\$1,764
12	Roadway Excavation	4182	CY	\$30	\$125,461
13	brick "river" walls	9793	SF	\$25	\$244,875
14	Concrete Sidewalk	349	SF	\$8	\$2,792
15	Concrete sidewalk - (scored)	6243	SF	\$8	\$50,904
16	Concrete sidewalk - (bands)	6243	SF	\$14	\$87,402
17	Concrete Wheel Stop	4	EA	\$100	\$400
18	Concrete Interways	8711	SF	\$5	\$43,555
19	Modmed Type 2 Curb & Gutter	2589	LF	\$18	\$46,602
20	Type 3 Curb	885	LF	\$18	\$15,930
21	Type 4a Curb	30	LF	\$18	\$540
22	Type b Curb	853	LF	\$18	\$15,354
23	Modmed Vertical Laid	131	LF	\$18	\$2,358
24	3" Hesco Concrete Median	152	LF	\$22	\$3,344
25	Conc Curb Ramps (Types 1,2,3,4,5,6,7	16	EA	\$2,500	\$40,000
26	One Post Roadside Sign	29	EA	\$350	\$10,150
27	Relocate Sign	8	EA	\$350	\$2,800
28	Remove Sign & Salvage to Property Ov	3	EA	\$350	\$1,050
29	Remove and Replace Existing Sign Pat	1	EA	\$350	\$350
30	Traffic Stripes and Pavement Markings	1	LS	\$50,000	\$50,000
31	Cold Plane Asphalt Concrete Pavement	3425	SY	\$9	\$30,825
32	Traffic Signal, Street Lights, and Electr	1	LS	\$384,200	\$384,200
33	Type B LF	17	EA	\$1,800	\$30,600
34	Utility UGZ LF	2	EA	\$1,800	\$3,600
35	48" SJRMH	12	EA	\$4,000	\$48,000
36	60" SJRMH	2	EA	\$8,000	\$16,000
37	8" Reinforced Concrete Pipe	106	LF	\$80	\$8,480
38	12" Reinforced Concrete Pipe	273	LF	\$80	\$21,840
39	18" Reinforced Concrete Pipe	144	LF	\$70	\$10,080
40	18" Reinforced Concrete Pipe	903	LF	\$80	\$72,240
41	Modified Valley Gutter	189	LF	\$25	\$4,725
42	Concrete Encased Storm Drain at Valle	82	LF	\$35	\$2,870
43	Adjust Monitoring Wells to Grade By Ot	1	ULLOW	\$10,000	\$10,000
44	Adjust Water Valve to Grade	8	EA	\$400	\$3,200
45	Adjust Manhole to Grade	12	EA	\$600	\$7,200
46	Adjust Cleanout to Grade	2	EA	\$400	\$800
47	Single Pipe Gate w/ Knox Box	1	LS	\$3,000	\$3,000
48	Trash Enclosure	1	LS	\$8,000	\$8,000
Demolition					
49	Remove Concrete (Sidewalk & Drivewa	25222	SF	\$10	\$252,220
50	Remove Concrete (Parking Slab)	440	SF	\$10	\$4,400
51	Remove Concrete (Raised Slab)	151	SF	\$10	\$1,510
52	Remove Concrete (Slab in Roadway)	486	CY	\$100	\$48,600
53	Remove Concrete (Curb and Curb & Gt	2272	LF	\$10	\$22,720
54	Remove Concrete (Wall and Foundatio	5	LF	\$25	\$125
55	Remove and Salvage Concrete (Planis	7	EA	\$20	\$140
56	Remove and Salvage Street Light to O	4	EA	\$0	\$0
57	Remove and Salvage Bike Rack to Owi	2	EA	\$5	\$10
58	Remove Tree	10	EA	\$1,000	\$10,000
59	Remove Monument Column and Found	1	EA	\$20	\$20
60	Remove Metal Pole and Foundation	1	EA	\$20	\$20
61	Remove Storm Drain	110	LF	\$30	\$3,300
62	Remove Drop Inlet	5	EA	\$800	\$4,000
63	Remove Fire Hydrant Assembly	1	EA	\$1,000	\$1,000
64	Remove Bollard	10	EA	\$150	\$1,500
65	Remove Flag Pole	1	EA	\$20	\$20
66	Remove and Salvage Hitching Post to t	1	EA	\$10	\$10
Streetscape					
67	benches	7	EA	\$3,400	\$23,800
68	Iron receptacles	8	EA	\$2,500	\$20,000
69	recycle receptacles	8	EA	\$2,500	\$20,000
70	benches	8	EA	\$1,800	\$14,400
71	street enclosures (Paving Lay	11	EA	\$800	\$8,800
72	monument signage	1	EA	\$0,000	\$0,000
73	Flag Pole brackets	38	PAIR	\$100	\$3,800
74	Handed letter Head	248	LF	\$170	\$42,160
75	Stamped Asphalt Pavement	3110	SF	\$12	\$37,320
Irrigation					
76	Irrigation meters and Connection Fees	2	EA	\$2,000	\$4,000
77	backflow preventers	2	EA	\$4,000	\$8,000
78	insulated backflow preventer enclosur	2	EA	\$1,500	\$3,000
79	hydrometers and Master Valve Assemb	2	EA	\$1,000	\$2,000
80	Irrigation Controllers	2	EA	\$7,000	\$14,000
81	Remote Control Valves and Pressure R	23	EA	\$450	\$10,350
82	Schedule 40 Machine	2996	LF	\$3	\$8,988
83	Class 24 Lateral	2543	LF	\$2	\$5,086
84	Irrigation sleeving and Conduit	4700	LF	\$5	\$23,500
85	Control Wiring	2848	LF	\$2	\$5,696
86	Gate Valves	11	EA	\$100	\$1,100
87	Quick Couplers	27	EA	\$100	\$2,700
88	Pressure Compensating nozzlers	478	EA	\$25	\$11,950
89	Valve boxes	34	EA	\$30	\$1,020
90	hook Watering systems	37	EA	\$100	\$3,700
Planting					
91	import Topsoil	223	LT	\$35	\$7,805
92	Soil Amendments and Fertilizer Grading	1084	SF	\$1	\$1,084
93	Hook Control Barriers	1342	LF	\$5	\$6,710
94	Tree - 2" Box	80	EA	\$300	\$24,000
95	Grubs & Groundcover - 1 gallon	1000	EA	\$5	\$5,000
96	Dark Mulch	137	LT	\$60	\$8,220
97	Plant Establishment Period	1	LS	\$5,000	\$5,000
Water System					
98	18" PVC Pipe	704	LF	\$70	\$49,280
99	12" PVC Pipe	360	LF	\$65	\$23,400
100	16" PVC Pipe	854	LF	\$20	\$17,080
101	24" PVC Pipe	1800	LF	\$12	\$21,600
102	18" P1 Pipe	30	LF	\$200	\$6,000
103	18" Gate Valve	14	EA	\$1,000	\$14,000
104	12" Restrictor Valve	1	EA	\$1,000	\$1,000
105	16" Restrictor Valve	1	EA	\$3,000	\$3,000
106	24" Restrictor Valve	4	EA	\$4,000	\$16,000
107	30" Restrictor Valve	1	EA	\$5,000	\$5,000
108	18" Restrictor Pipe/tee	704	LF	\$25	\$17,600
109	12" Restrictor Pipe/tee	360	LF	\$25	\$9,000
110	16" Restrictor Pipe/tee	854	LF	\$25	\$21,350
111	24" Restrictor Pipe/tee	40	EA	\$40	\$1,600
112	30" Restrictor Pipe/tee	24	EA	\$75	\$1,800
113	Flow Restrictor Assembly	12	EA	\$3,000	\$36,000
114	Air Release Valve	1	EA	\$2,000	\$2,000
115	Hot Tap R Water	1	EA	\$2,000	\$2,000
Subtotal				*****	
Contingency 12%					\$437,281
Total Add Alternative Items Cost				*****	

- Assumptions:
- 1 The cost for dry utilities (overhead) relocations will be paid by the utility being re
 - 2 Does not include Central Monitoring Station Equip/Software.
 - 3 All business monument signage and billboard relocation will be relocated by oth
 - 4 Does not include right of way costs.

**CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2005-81**

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 23rd day of March, 2005 the following vote:

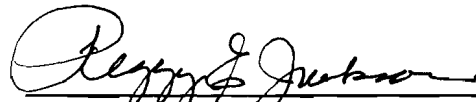
AYES: 4 COUNCILMEMBERS: Briggs, Leary, Scherman, Soares

NOES: 0 COUNCILMEMBERS:

ABSTAIN: 0 COUNCILMEMBERS:

ABSENT: 1 COUNCILMEMBERS: Cooper





**Peggy E. Jackson, City Clerk
City of Elk Grove, California**