

**SOUTH FRESNO ECONOMIC DEVELOPMENT PROJECT AGREEMENT
(CITY OF FRESNO, COUNTY OF FRESNO, FRESNO IRRIGATION
DISTRICT, AND FRESNO METROPOLITAN FLOOD CONTROL DISTRICT)**

THIS SOUTH FRESNO ECONOMIC DEVELOPMENT PROJECT AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between the Fresno Metropolitan Flood Control District, a California public corporation ("FMFCD"), the Fresno Irrigation District, a California irrigation district ("FID"), the County of Fresno, a political subdivision of the State of California ("County"), and the City of Fresno, a municipal corporation ("City"). FMFCD, FID, the County, and the City are collectively referred to herein as the "Parties", or singularly by their individual names or as a "Party".

RECITALS

WHEREAS, certain owners of industrial properties within a developing area in south Fresno have requested that FMFCD provide drainage facilities to their area, thereby, allowing for further expansion of their businesses, and creation of new jobs; and

WHEREAS, FMFCD has received a commitment for funding assistance from the U.S. Department of Commerce's Economic Development Administration ("EDA"), through EDA Award No. 07-01-07079 ("Grant"), as the lead applicant to partially fund the construction of drainage facilities and improvements to the streets and appurtenant facilities adjacent to and near the industrial properties; and

WHEREAS, in addition to FMFCD being the lead applicant for the Grant; FID, the County, and the City as Grant recipients are co-applicants and are, in addition to FMFCD, responsible for compliance with the terms of the Grant and the documents titled "Standard Terms

and Conditions for Construction Projects” and “Special Award Conditions” (collectively, “Conditions”); and

WHEREAS, all of the improvements are collectively identified in the Grant application as the “South Fresno Economic Development Project” (“Project”) and depicted on Exhibit “A”, attached hereto and incorporated herein by this reference; and

WHEREAS, FMFCD has performed all environmental reviews and studies necessary to ensure that the Project complies with the California Environmental Quality Act, has received National Environmental Policy Act (“NEPA”) clearance, and has satisfied the requirements outlined in the Conditions; and

WHEREAS, one area of improvement within the Project, at the vicinity of Fig and North Avenues, covered under the Grant is referred to herein as the “Improvements”; and

WHEREAS, the Improvements include all the improvements identified in Exhibit “A” hereto, at Page 1 of 3, labeled “Work Area 1”, including drainage, road, canal connection improvements, and basin improvements, and were included in the funding assistance requested in the Grant application; and

WHEREAS, EDA has indicated that up to One Million Two Hundred Sixty-Nine Thousand Dollars (\$1,269,000) of the cost of Improvements will be paid by Grant proceeds with a maximum Grant share for the Project of Two Million Five Hundred Ten Thousand One Hundred Dollars (\$2,510,100); and

WHEREAS, the Improvements are partially located in the unincorporated territory of the County and partially inside the boundaries of the City as depicted in Exhibit “B”, attached hereto and incorporated herein by this reference; and

WHEREAS, the Parties will fund the balance of the Improvements not otherwise

funded by the Grant proceeds, as identified herein; and

WHEREAS, Parties recognize that the Grant will be of mutual benefit for all Parties; and

WHEREAS, to facilitate the administration of the Project and Grant funds, compliance with the Conditions, and satisfactory completion of the Improvements, the Parties desire to enter into this Agreement to designate roles, responsibilities, participation, and obligations of the Parties involved, subject to the requirements and conditions of the Grant.

NOW, THEREFORE, for valuable consideration and in consideration of the mutual covenants contained herein, the Parties hereto hereby agree as follows:

1. FMFCD is the Project lead agency, including serving as the primary point of contact with the EDA for matters concerning the administration of the Grant, and shall award and administer the construction contracts for the Improvements. The City, County, and FMFCD shall contribute toward the Improvements as identified herein, and in accordance with the Conditions, each Party certifies that its share of cost is committed, appropriated, unencumbered, and available for the Improvements.

2. In accordance with the Conditions, the Parties shall submit to FMFCD “evidence of good title”, for the properties necessary to accomplish the Improvements. If a Party cannot provide evidence of good title, that Party shall immediately notify FMFCD, copying the other Parties, of the steps and timeline the Party will need to provide acceptable evidence of good title and take reasonable steps to obtain such evidence. Each Party shall provide all records necessary to establish evidence of good title, including, but not limited to, a valid title policy evidencing any encumbrances on the property.

3. FMFCD shall retain legal counsel to provide to the EDA, in accordance

with the Conditions and to the satisfaction of the EDA, an opinion that all properties involved with and necessary for the completion of the Improvements have good title for the purpose of the work involved in the Improvements to the extent that there are factual grounds for FMFCD legal counsel may make such a representation. FMFCD shall compile all evidence of good title provided by the Parties and deliver said evidence to the legal counsel retained by FMFCD.

4. Any proposed agreement to procure architectural or engineering services shall be submitted to EDA for review and approval, and that procurement of such services shall be in compliance with the terms established under the Conditions and applicable regulations promulgated by the United States Department of Commerce.

5. FMFCD shall provide construction oversight and the primary day-to-day construction inspection of the Improvements including those under the County's and City's jurisdiction.

6. The City and County may, at their discretion, inspect work on Improvements constructed within the City and County's respective jurisdictions; however, the primary day-to-day inspection duties shall be delegated to FMFCD.

7. FID shall provide supervisory/final inspection of connections to FID facilities.

8. Upon the completion and acceptance of the Improvements, the City and County, respectively, shall each own and maintain the street improvements located within their respective jurisdictions. FMFCD shall own, operate, and maintain the drainage facilities under FMFCD jurisdiction.

9. County shall prepare plans, specifications, and engineer's estimates (PS&E) for street improvements, including that portion of the Improvements within City's

jurisdictional area, as shown in Exhibit "B". The County may include the construction of an asphalt concrete path and associated asphalt concrete dike, in the area as shown on Exhibit B, as a deductive alternate bid. The County shall prepare plans and specifications for City's portion of the street improvements in accordance with City's standards with review and approval by City. County shall likewise prepare plans and specifications for street improvements for the portion of Improvements outside of the City's jurisdictional area to County Standards. FMFCD shall prepare PS&E for the drainage facilities portion of the Improvements. FMFCD shall advertise and award separate contracts for construction of drainage facilities and street improvements pursuant to FMFCD's normal construction procurement procedures and in accordance with EDA Grant requirements and Conditions. All plans and specifications for the Improvements shall be prepared to EDA requirements and are subject to EDA review and approval. FMFCD shall provide to the Parties a minimum of two (2) full size sets of the PS&E for review at approximately the 60%, 90%, and 100% stages of completion. Electronic versions of the 60%, 90%, and 100% PS&E shall also be made available to the Parties either through compact disc, flash drive, download via an FTP or file sharing site, or other methods acceptable to the Party and FMFCD.

10. Parties shall provide permit, plan checks, and inspections as necessary to complete the Improvements and waive all associated fees for permit, plan checks, and inspections. However, to the extent Grant funds are paid to FMFCD for design services, FMFCD shall reimburse such Grant funds to the County for design services provided by County for improvements within the jurisdictional areas of both County and City, as follows: (a) County shall be reimbursed up to Fifty-Four Thousand Seven Hundred Sixty-Four Dollars (\$54,764), which is 60% of the County's proportionate share of costs for Engineering Fees as shown in

Exhibit “C”, attached hereto and incorporated herein by this reference; and (b) the County shall be reimbursed up to Seventy-Five Thousand Five Hundred Ninety Dollars (\$75,590), which is 100% of the City’s proportionate share of costs for Engineering Fees as shown in Exhibit “C”. The County shall be responsible to comply with EDA requirements and Conditions in order to obtain reimbursement from EDA for design services provided by the County. County shall perform materials testing and construction staking for construction of the road improvements and the costs thereof have been included in the County’s portion of construction expenses listed on Sheet 2 of Exhibit “D” (attached hereto and incorporated by this reference), which sets forth the preliminary cost estimates for each Party’s portion of work in connection with the Improvements in Work Area 1. Grant funds shall first be applied to construction costs up to the maximum of One Million Two Hundred Sixty-Nine Thousand Dollars (\$1,269,000) of the total amount as shown in Exhibit “D” (sum of total from pages 1 through 3) before Grant funds are applied to the Parties’ respective administration, design, inspection, and supervision costs for design services and inspection.

11. All plans shall be in FMFCD’s plan format with FMFCD title block for EDA processing. Plans and specifications shall be delivered to FMFCD at approximately the 60%, 90%, and 100% stages of completion.

12. City and County hereby grant FMFCD permission to construct road and storm drainage portions of the Improvements in City’s and County’s respective rights-of-way.

13. In the event that additional rights-of-way are required for the construction of the Improvements (excluding FMFCD improvements), City and/or County shall respectively acquire said rights-of-way within their respective jurisdictions in accordance with all applicable City and County standards and requirements and at their own expense without the use of Grant

funds.

14. With regard to all change orders during construction of the Improvements: (i) those within City's jurisdiction shall be reviewed and approved by the Director of Public Works of City or his/her designee; and (ii) those within County's jurisdiction shall be reviewed and approved by the County Director of Public Works and Planning or his/her designee; and (iii) those within FMFCD's jurisdiction shall be reviewed and approved by FMFCD's General Manager-Secretary or his/her designee. No change orders shall be issued pursuant to this Agreement without the prior written approval of the appropriate Party, as specified in the immediately preceding sentence; and any change effected by a change order for which such prior approval was not obtained shall not be chargeable against that Party. The Parties acknowledge that Grant funding is limited to the Maximum Reimbursement amounts as shown in Exhibit "C". Should the actual costs incurred by any Party exceed its respective share of the corresponding Maximum Reimbursement amount as shown in Exhibit "C", that Party shall be responsible for all the increased cost in the cumulative total amount that is attributable to that Party's increased actual costs, unless otherwise agreed to by all Parties.

15. City and County shall be responsible for relocation of overhead utilities within their respective jurisdictional areas; provided, however, that it is expressly agreed between the Parties that the Improvements shall not be advertised until relocation of overhead utilities has been accomplished, or in the alternative, until both City's Director of Public Works and County's Director of Public Works and Planning have advised the FMFCD in writing and FMFCD agrees, based on the progress and status respecting the completion of overhead utilities relocation, that the award may proceed. County and City, respectively, shall require overhead utilities to be relocated through the provisions of their franchise agreements with applicable

utility companies. Such relocation shall be at no cost to FMFCD and the Grant proceeds shall not be used for such purposes or for reimbursement thereof.

16. Prior to award of the Improvements contract by FMFCD, County shall deposit with FMFCD construction and contingency funds not to exceed Seven Hundred Ninety-Eight Thousand Six Hundred Fifty-One Dollars (\$798,651) as described in Exhibit "C" for the estimated cost of sidewalk, curb, gutter, asphalt path and asphalt dike, road structural section, road grading and surfacing outside of the City's jurisdiction. FMFCD shall promptly reimburse County for all expenses already paid for by County that are eligible for reimbursement under the Grant. County shall not be entitled to collect any funds from the other Parties to the extent the County receives Grant funds for the Improvements. However, nothing herein precludes the County from collecting funds not otherwise reimbursable under the Grant, from property owners, entities, or parties not subject to this Agreement, benefiting from the Improvements.

17. City shall pay that portion of the cost not otherwise paid by the Grant for sidewalk, curb, gutter, road structural section, road grading, and surfacing included in the Improvements within City's jurisdiction. The estimated cost for City's portion of the Improvements is shown on Exhibit "C" hereto. The City shall pay FMFCD One Hundred Eighty-Two Thousand Three Hundred Fifty-Seven Dollars (\$182,357) ("Initial City Payment") prior to award of contract for construction of the Improvements. The Initial City Payment represents a portion of the City's share of FMFCD expenses for the Improvements not otherwise reimbursed by the Grant in addition to any reimbursement from amounts owed by FMFCD to City under other unrelated project agreements. An amount of One Hundred Ninety-One Thousand Seven Hundred Thirty-Two Dollars (\$191,732) in outstanding reimbursement has been deducted from the amount owed City by FMFCD and is reflected in the Initial City

Payment indicated herein.

18. In the event that the bids received by FMFCD for the cost of the Improvements exceed the estimated cost of construction and contingencies for City and County, respectively, as identified in Exhibit "C", by more than 20%, City and County's Director of Public Works and Planning shall each have the right to review and approve or disapprove the bid prior to FMFCD's award of a contract. Within ten (10) calendar days after the bids are provided to the City and County by FMFCD, City and County's Director of Public Works and Planning shall review such bids and notify FMFCD in writing of their approval or disapproval of the excess cost. The contract shall not be awarded without the prior written approval of both the City and County's Director of Public Works and Planning. Regardless of the amount of the bid, the County's Director of Public Works and Planning shall determine if any deductive alternate items are to be included in the contract to be awarded. If the construction contract is not awarded, pursuant to approval from the EDA, the City, County's Director of Public Works and Planning, and FMFCD may elect to alter the design of the Improvements and re-advertise for bids.

19. City hereby authorizes FMFCD to install a pump station and other drainage improvements on the City-owned temporary pond ("Temporary Ponding Basin") located south of Roy Avenue on the east side of Fig Avenue. FMFCD shall own, operate, and maintain the pump station and discharge facilities on the Temporary Ponding Basin. The City shall maintain the Temporary Ponding Basin until such time as FMFCD notifies the City in writing that permanent drainage service is being provided by FMFCD and the Temporary Ponding Basin can be abandoned.

20. City shall accept drainage from North and Fig Avenues improvements and

the contributing areas draining into these streets to the Temporary Ponding Basin.

21. FID shall allow for the discharge of storm water from the Temporary Ponding Basin into the North Central Canal to be diverted and stored at FMFCD Basin "CQ".

22. Without limiting the right of any Party to obtain indemnification from any other party, FMFCD, FID, City and County shall each maintain, at their sole expense, insurance policies or self-insurance programs in consideration of the Parties respective liabilities throughout the term of this Agreement. Coverage shall be provided for comprehensive general liability, automobile liability, professional liability, and workers' compensation exposure. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of any Party under this Agreement.

23. No Party shall assign, transfer, or sub-contract this Agreement, or any of its respective rights or duties under this Agreement, without the written consent of the other Parties.

24. This Agreement may be modified only by written instrument executed by duly authorized representatives of FMFCD, FID, City, and County.

25. To the fullest extent allowed by law, each Party (the "Indemnifying Party") agrees to indemnify, save, hold harmless and defend the other Parties, their officers, directors, employees, agents and volunteers (the "Indemnified Parties") from and against any and all loss, liability, fines, penalties, forfeitures, costs (including attorneys' fees) and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by one or more of the Indemnified Parties as the case may be, and from any and all claims, demands and actions in law or equity, arising or alleged to have arisen directly or indirectly from the negligent or intentional acts or omissions, or willful

misconduct of the Indemnifying Party, as the case may be, or any of its officers, officials, employees, agents or volunteers in the performance of this Agreement.

26. This Agreement shall remain in effect until terminated by the Parties pursuant to its provisions or terminated upon notice from FMFCD to the other Parties that it has received written notice from EDA that the Grant funding has been terminated.

27. The terms of this Agreement, and the services to be provided hereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement may be terminated at any time by any Party prior to award of the construction contract by giving the other Parties thirty (30) days advance written notice. Upon such termination, each Party shall pay for services or work performed in accordance with the payment provisions set forth hereinabove.

28. All notices under this Agreement must be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified, or registered mail, or U.S. Postal Service Express Mail, with postage prepaid, by facsimile transmission, or by electronic transmission (email) and shall be deemed sufficiently given if served in a manner specified in this paragraph. The addressees noted below are that Party's designated address and addressee for delivery or mailing of notices. Each Party may, by written notice to the other Parties, specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, three (3) days after the postmark date. If sent by regular mail, the notice shall be deemed given forty-eight (48) hours after it is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight

courier that guarantee next day delivery shall be deemed given twenty-four (24) hours after delivery to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means (including email) shall be deemed delivered upon telephone or similar confirmation of delivery (confirmation report from fax machine is sufficient), provided a copy is also delivered via personal delivery or mail. If notice is received after 4:00 p.m. or on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

City:	Scott Mozier, Public Works Director City of Fresno 2600 Fresno Street, Third Floor Fresno, California 93721
County:	Steven E. White, Public Works and Planning Director County of Fresno 2220 Tulare Street, 6 th Floor Fresno, California 93721
FID:	Gary Serrato, General Manager Fresno Irrigation District 2907 South Maple Avenue Fresno, California 93725
FMFCD:	Alan Hofmann, General Manager-Secretary Fresno Metropolitan Flood Control District 5469 East Olive Avenue Fresno, California 93727
Copy to:	Kenneth Price, Legal Counsel Baker, Manock & Jensen, P.C. Fig Garden Financial Center 5260 North Palm Avenue, Suite 421 Fresno, California 93704

Parties shall promptly notify the other Parties of any change of address.

29. Each Party acknowledges that it has read and fully understands the content of this Agreement. This Agreement constitutes the sole and exclusive agreement between the Parties and correctly sets forth their obligations to each other respecting the matters set

forth herein. Any prior agreement or representation respecting the same or their duties in relation thereto not expressly set forth herein is null and void.

30. Time is expressly declared to be the essence of this Agreement.

31. The waiver of any breach of this Agreement by any Party hereto shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or another provision of this Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement No.

1714(G)-CQ-9/CQ-B as of the day and year first herein above written.

APPROVED:

CITY

City of Fresno, a municipal corporation

APPROVED:

COUNTY

County of Fresno, a political subdivision of
The State of California

By: _____

Scott Mozier, Director of
Department of Public Works

By: _____

Steven E. White, Director of Department of
Public Works and Planning

APPROVED AS TO LEGAL FORM
Douglas T. Sloan
City Attorney

By: _____
Raj Singh Badhesha, Deputy

ATTEST: YVONNE SPENCE
CITY CLERK

By: _____

FMFCD
Fresno Metropolitan Flood Control
District, a California public corporation

By: _____
Alan Hofmann, General Manager-Secretary

APPROVED AS TO LEGAL FORM
Attorneys for FMFCD
Baker, Manock & Jensen

By: _____
Kenneth J. Price
1488546v1 / 4496.5002

APPROVED AS TO ACCOUNTING FORM
Oscar J. Garcia, CPA
Auditor-Controller / Treasurer-Tax
Collector

By: _____

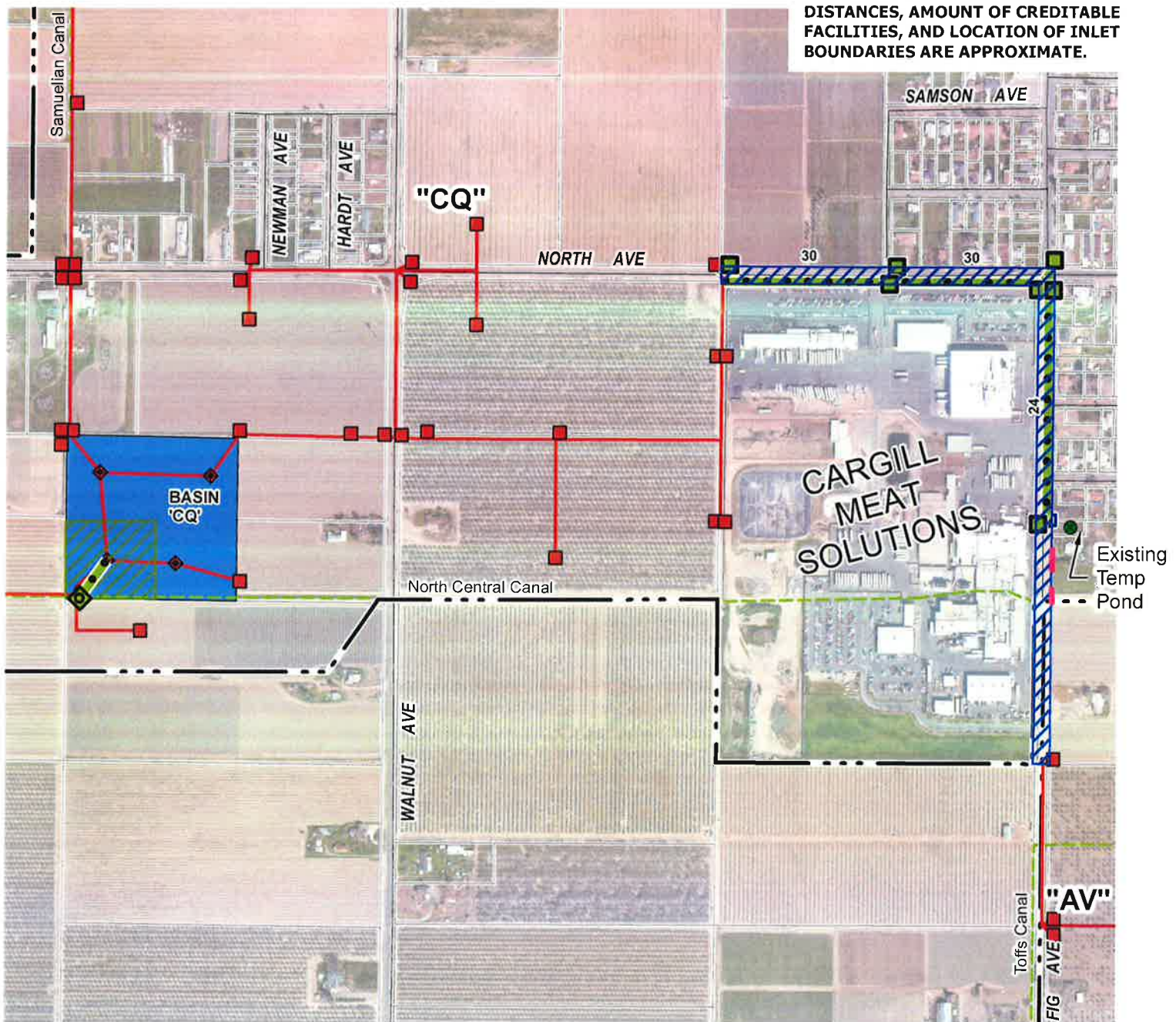
APPROVED AS TO LEGAL FORM
Daniel C. Cederborg, COUNTY COUNSEL

By: _____
DEPUTY

FID
Fresno Irrigation District,
a California irrigation district

By: _____
Gary Serrato, General Manager

NOTE: THIS MAP IS SCHEMATIC.
DISTANCES, AMOUNT OF CREDITABLE
FACILITIES, AND LOCATION OF INLET
BOUNDARIES ARE APPROXIMATE.



LEGEND

- Facilities To Be Constructed
- Pump Station To Be Constructed
- Steel Casing Relief Line To Be Constructed
- Street Improvements To Be Constructed
- Basin Excavation
- Existing Facilities
- Future Facilities
- Drainage Area Boundary

"Improvements"



1" = 600'

SOUTH FRESNO ECONOMIC DEVELOPMENT PROJECT

\$2,565,189

EXHIBIT "A"
Page 1 of 3
WORK AREA 1

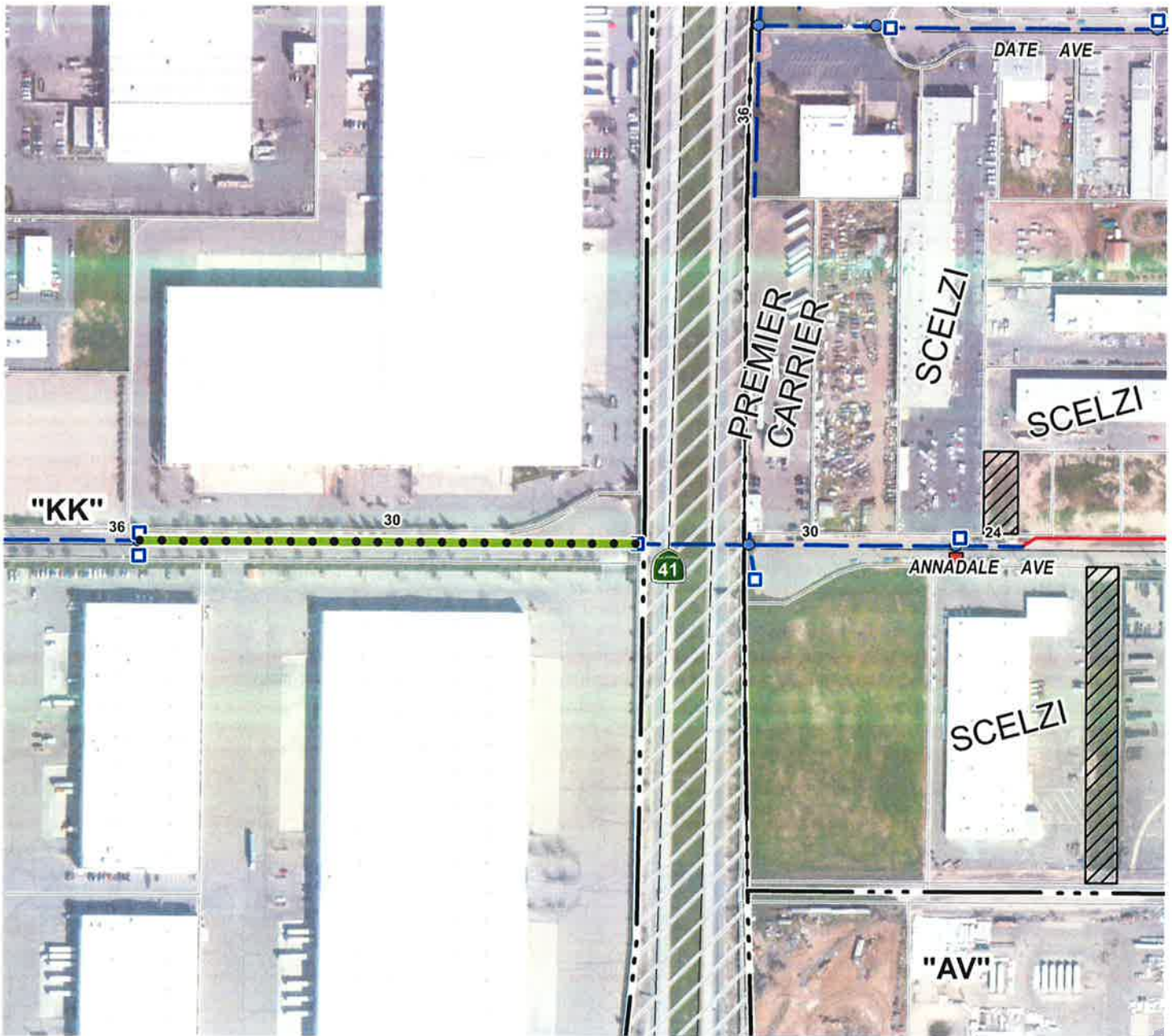


FRESNO METROPOLITAN FLOOD CONTROL DISTRICT






Prepared by: keithr
Date: 2/16/2017

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NOTE:
THIS MAP IS SCHEMATIC
DISTANCES ARE APPROXIMATE.



LEGEND

-  Facilities To Be Constructed
-  Existing Facilities
-  Future Facilities
-  Drainage Area Boundary
-  Temporary Pond To Be Removed After Construction Of Facilities



1" = 300'

SOUTH FRESNO ECONOMIC DEVELOPMENT PROJECT

\$195,000

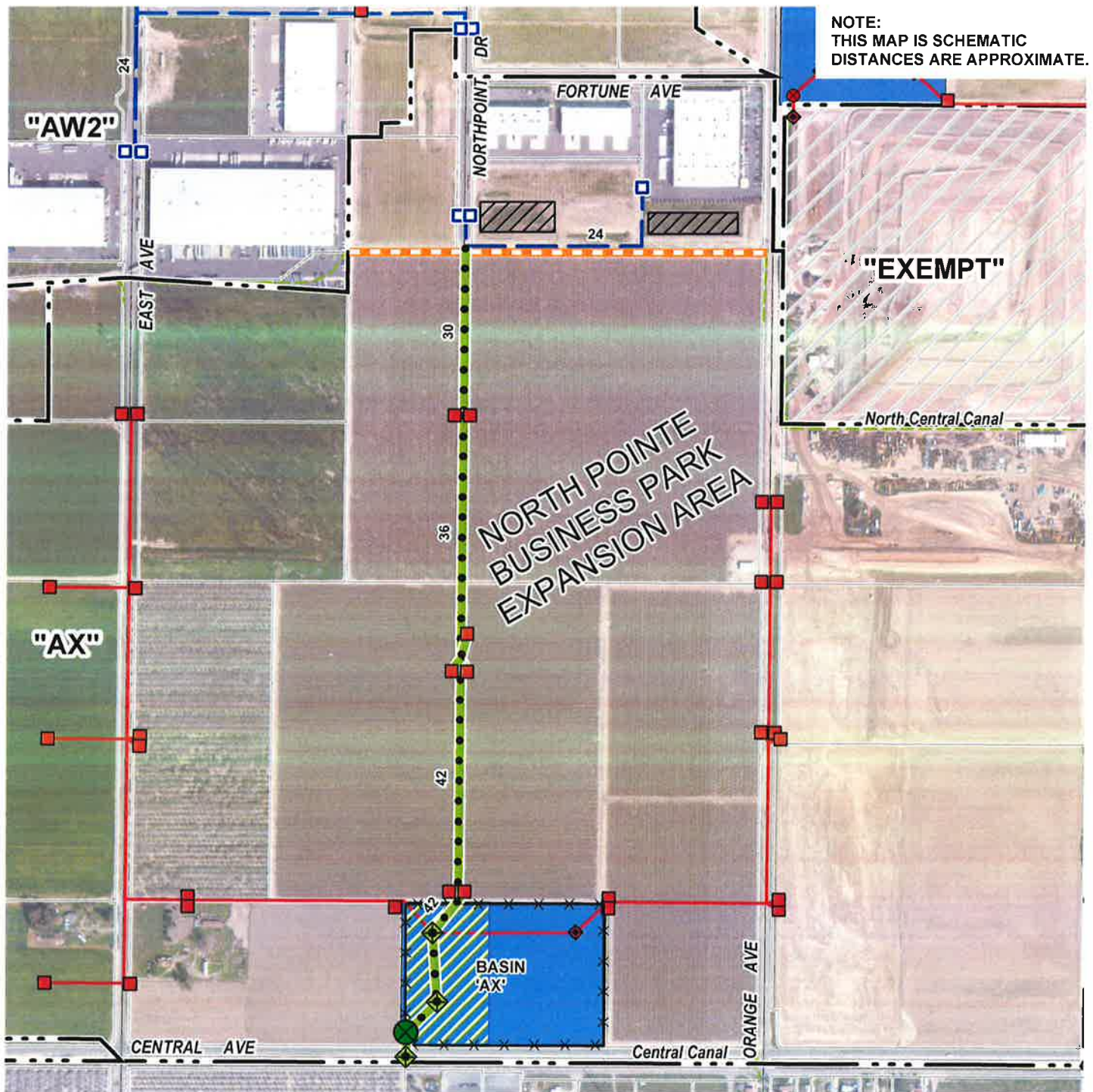
EXHIBIT "A"
Page 2 of 3
WORK AREA 2



FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

Prepared by: keithr
Date: 4/28/2014

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LEGEND

- Facilities To Be Constructed
- North Central Canal To Be Reconstructed
- Pump Station To Be Constructed
- Fence To Be Constructed
- Existing Facilities
- Future Facilities
- Drainage Area Boundary
- Temporary Pond To Be Removed After Construction Of Facilities
- Basin Excavation



SOUTH FRESNO ECONOMIC DEVELOPMENT PROJECT

\$1,873,500

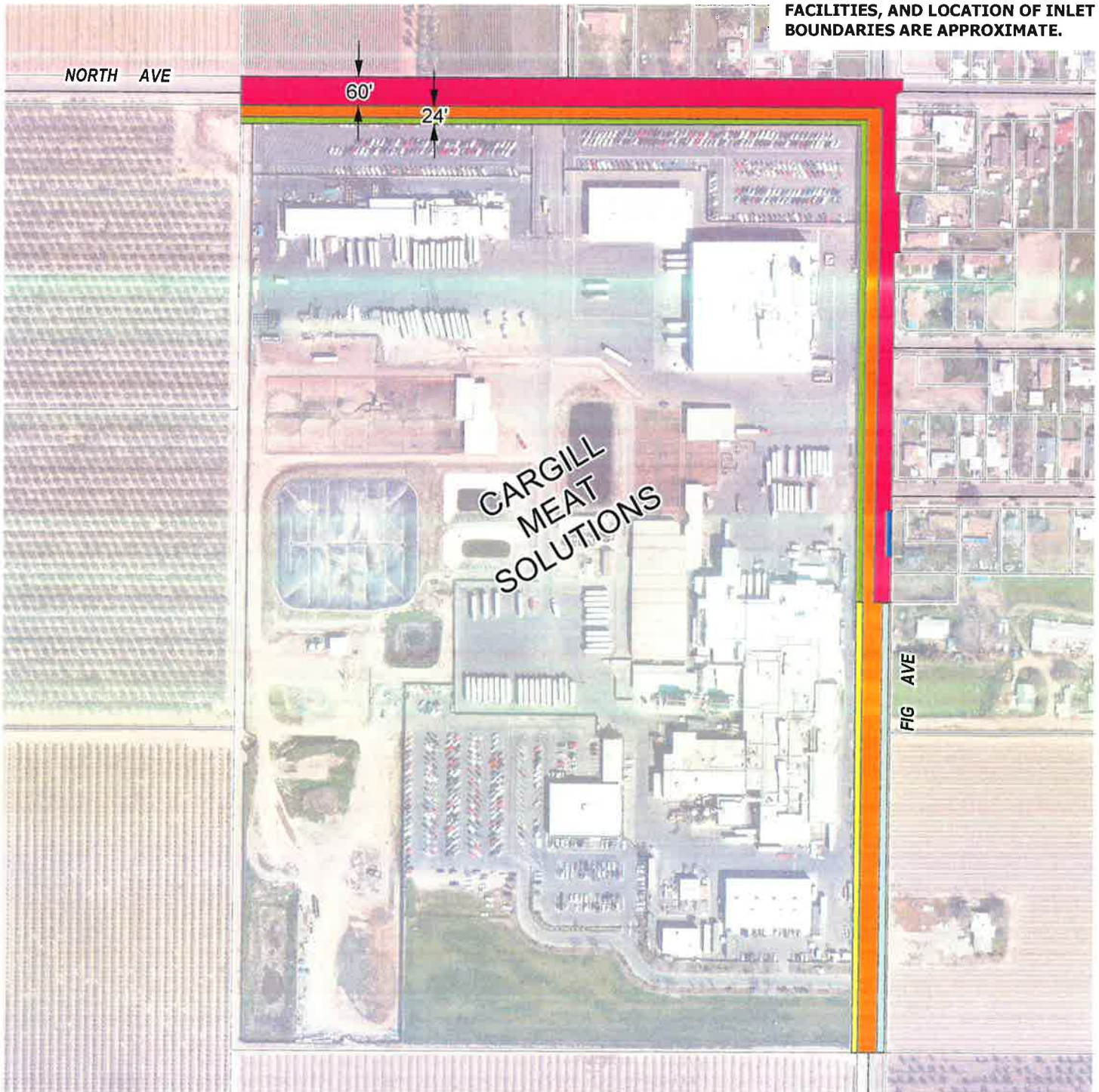
EXHIBIT "A"

Page 3 of 3







WORK AREA 3

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

NOTE: THIS MAP IS SCHEMATIC.
DISTANCES, AMOUNT OF CREDITABLE
FACILITIES, AND LOCATION OF INLET
BOUNDARIES ARE APPROXIMATE.



LEGEND

-  County Of Fresno R/W And Street Improvements
-  County Of Fresno Curb, Gutter And 5' Sidewalk Improvements
-  County Of Fresno Asphalt Path, Dike And Shoulder
-  County Of Fresno Asphalt Shoulder
-  City Of Fresno Street Improvements
-  City Of Fresno Curb, Gutter And 5' Sidewalk Improvements



1" = 300'

SOUTH FRESNO ECONOMIC DEVELOPMENT PROJECT



EXHIBIT "B" FRESNO METROPOLITAN FLOOD CONTROL DISTRICT

Prepared by: keithr

Date: 5/5/2017

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South Fresno Economic Development Project Cost Summary

Work Area 1	Administration Expenses	Engineering Fees	Inspection Fees	Construction	Contingencies	Work Area 1 Totals	Max. Reimbursement
Cargill Meat Solutions							
FMFCD (Lead Applicant)	\$13,040	\$63,610	\$31,805	\$530,080	\$26,504	\$665,038	\$350,238
County of Fresno (Co-Applicant)	\$18,711	\$91,274	\$45,637	\$760,620	\$38,031	\$954,274	\$502,562
City of Fresno (Co-Applicant)	\$15,496	\$75,590	\$37,795	\$629,914	\$31,496	\$790,290	\$416,201
Subtotal	\$47,247	\$230,474	\$115,237	\$1,920,614	\$96,031	\$2,409,602	\$1,269,000

**PRELIMINARY COST FOR
WORK AREA 1
CARGILL MEAT SOLUTIONS

CITY OF FRESNO PORTION**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Mobilization	1 LS	\$30,000.00	\$ 30,000.00
2.	SWPPP & Job Site Management	1 LS	\$ 5,000.00	\$ 5,000.00
3.	Clearing and Grubbing	1 LS	\$10,000.00	\$ 10,000.00
4.	Excavation	3,482 CY	\$ 42.00	\$146,244.00
5.	Hot Mix Asphalt	3,504 TN	\$ 75.00	\$262,800.00
6.	Hot Mix Asphalt (Misc. Area)	600 SF	\$ 4.00	\$ 2,400.00
7.	Aggregate Base Rock	1,854 CY	\$ 45.00	\$ 83,430.00
8.	Relocate Existing Hydrant	1 LS	\$ 4,500.00	\$ 4,500.00
9.	Adjust Sewer Manhole to Grade	12 EA	\$ 900.00	\$ 10,800.00
10.	Adjust Water Valve to Grade	5 EA	\$ 600.00	\$ 3,000.00
11.	Concrete Curb and Gutter	65 LF	\$ 20.00	\$ 1,300.00
12.	Sidewalk	360 SF	\$ 4.00	\$ 1,440.00
13.	Finish Roadway	1 LS	\$ 6,500.00	\$ 6,500.00
14.	Remove Type "E" Inlet	1 LS	\$ 2,500.00	\$ 2,500.00
15.	Dust Control	1 LS	\$10,000.00	\$ 10,000.00
16.	Traffic Control	1 LS	\$43,000.00	\$ 43,000.00
17.	Signing and Striping	1 LS	\$ 7,000.00	<u>\$ 7,000.00</u>
Total =				\$629,914.00

**PRELIMINARY COST FOR
WORK AREA 1
CARGILL MEAT SOLUTIONS**

COUNTY OF FRESNO PORTION

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1.	Mobilization	1 LS	\$40,000.00	\$ 40,000.00
2.	SWPPP & Job Site Management	1 LS	\$ 5,000.00	\$ 5,000.00
3.	Clearing and Grubbing	1 LS	\$15,000.00	\$ 15,000.00
4.	Roadway Excavation	2,030 CY	\$ 42.00	\$ 85,260.00
5.	Hot Mix Asphalt	2,416 TN	\$ 75.00	\$181,200.00
6.	Hot Mix Asphalt (Misc. Area)	600 SF	\$ 4.00	\$ 2,400.00
7.	Aggregate Base Rock	996 CY	\$ 45.00	\$ 44,820.00
8.	Driveway Approaches	4 EA	\$ 4,000.00	\$ 16,000.00
9.	Adjust Water Valve Box	4 EA	\$ 600.00	\$ 2,400.00
10.	Relocate Fire Hydrants	1 EA	\$ 4,500.00	\$ 4,500.00
11.	Concrete Curb and Gutter	2,210 LF	\$ 25.00	\$ 55,250.00
12.	Sidewalk	11,050 SF	\$ 4.00	\$ 44,200.00
13.	Finish Roadway	1 LS	\$ 5,500.00	\$ 5,500.00
14.	North Avenue Drive Approach	1 LS	\$15,000.00	\$ 15,000.00
15.	Minor Concrete (Curb Return)	1 EA	\$ 4,000.00	\$ 4,000.00
16.	Dust Control	1 LS	\$13,000.00	\$ 13,000.00
17.	Traffic Control	1 LS	\$35,000.00	\$ 35,000.00
18.	Signing and Striping	1 LS	\$ 5,500.00	\$ 5,500.00
19.	Cold Plane Roadway	3,334 SY	\$ 3.50	\$ 11,669.00
20.	Roadway Dig Out Areas	501 SY	\$ 50.00	\$ 25,050.00
21.	Roadway Excavation (Shoulder)	556 CY	\$ 42.00	\$ 23,352.00
22.	Hot Mix Asphalt (Shoulder)	422 TN	\$ 75.00	\$ 31,650.00
23.	Aggregate Base Rock (Shoulder)	209 CY	\$ 45.00	\$ 9,405.00
24.	Roadway Excavation (Pathway)	127 CY	\$ 42.00	\$ 5,334.00
25.	Hot Mix Asphalt (Pathway)	74 TN	\$ 75.00	\$ 5,550.00
26.	Aggregate Base Rock (Pathway)	64 CY	\$ 45.00	\$ 2,880.00
27.	HMA Dike	975 LF	\$ 12.00	\$ 11,700.00
28.	Construction Staking and Testing	1 LS	\$60,000.00	<u>\$ 60,000.00</u>
			Total =	\$760,620.00

Exhibit "D"
Sheet 2 of 3

**PRELIMINARY COST FOR
WORK AREA 1
CARGILL MEAT SOLUTIONS**

FRESNO METROPOLITAN FLOOD CONTROL DISTRICT PORTION

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
1.	18" Reinforced Concrete Pipe	428 LF	\$ 70.00	\$ 29,960.00
2.	24" Reinforced Concrete Pipe	1,013 LF	\$ 80.00	\$ 81,040.00
3.	30" Reinforced Concrete Pipe	1,323 LF	\$ 90.00	\$119,070.00
4.	Type "A" Case I Manhole	2 EA	\$ 4,000.00	\$ 8,000.00
5.	Type "A" Case II Manhole	4 EA	\$ 5,000.00	\$ 20,000.00
6.	Type "D" Inlet	9 EA	\$ 4,000.00	\$ 36,000.00
7.	12" Water Line Relocation	1 LS	\$10,000.00	\$ 10,000.00
8.	Permanent Trench Resurfacing (Cargill Parcel)	1,250 LF	\$ 40.00	\$ 50,000.00
9.	Permanent Trench Resurfacing	1,514 LF	\$ 40.00	\$ 60,560.00
10.	Temporary Trench Resurfacing	400 LF	\$ 10.00	\$ 4,000.00
11.	10" Discharge Pipe	320 LF	\$ 50.00	\$ 16,000.00
12.	Temporary Pond Pump Station Facilities	1 LS	\$40,000.00	\$ 40,000.00
13.	Basin Excavation	1500 CY	\$ 2.50	\$ 3,750.00
14.	Stand and Valve	1 EA	\$ 5,000.00	\$ 5,000.00
15.	Canal Turnout and Rip Rap	2 EA	\$ 3,000.00	\$ 6,000.00
16.	Worker Protection	1 LS	\$ 2,000.00	\$ 2,000.00
17.	Dust Control	1 LS	\$ 1,000.00	\$ 1,000.00
18.	Traffic Control	1 LS	\$10,000.00	\$ 10,000.00
19.	Miscellaneous Facilities and Operations	1 LS	\$27,700.00	<u>\$ 27,700.00</u>
			Total =	\$530,080.00

Exhibit "D"
Sheet 3 of 3