

ADDENDUM TO STREET WORK PERMIT

Regarding Construction and Installation of Public Infrastructure Improvements along West Shaw Avenue between North Grantland and North Tisha Avenues

Street Work Permit No. S2020-897, S2020-927, S2020-961 and S2020-1039

1. Road Closure. The City of Fresno (City) hereby grants Lennar Homes of California, Inc. (Developer) and its permitted contractors, Browning Contractors, Inc. Tri County Excavation, Inc. and Floyd Johnston Construction Co, Inc. (collectively, Developer), a Street Work Permit to facilitate the installation of public infrastructure improvements in accordance with plans approved by City (the Improvements) and under the terms set forth herein, subject to the terms of the Fresno Municipal Code.
 - a. Location of Closure. West Shaw Avenue between North Grantland and North Tisha Avenues (the City Street).
 - b. Period of Closure. The road closure shall be for a period not to exceed one hundred and twenty-seven (127) calendar days from the first day of the closure in accordance with the attached schedule submitted by Yamabe & Horn Engineering, Inc. and attached hereto as Exhibit A, all subject to the conditions contained herein.
 - c. Reopen Date. No later than May 18, 2021 (Reopen Date).
2. Notice of Road Closure. As notice to the motoring public of the planned roadway closure(s), Developer shall provide, at multiple locations pursuant to a City-approved Traffic Control Plan, changeable message boards identifying the starting and ending dates of the planned road closures.
3. Time of the Essence. Time is of the essence for the above-referenced Street Work Permits.
4. Delays. Developer shall notify City of any anticipated delay immediately upon discovery of the potential for such delay. Developer shall use their best efforts to limit the duration of any such delay to minimize impacts to City, including street closures.
5. Liquidated Damages. The Parties agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay related to road closures beyond the date or dates provided herein, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that Developer shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) per day for each calendar day of delay. Such payment due the City will be deducted by the City from Developer's Deposit.
6. Force Majeure. Developer shall not be responsible for events or conditions legally constituting a force majeure, including an act of God, labor dispute, civil unrest, epidemic, or natural disaster that lead to delays in the planned completion of the Improvements. Developer's ill planning or coordination or failure to secure needed approvals or permits from other agencies shall not constitute a force majeure.

7. Deposit. Developer has deposited, with City's Public Works Department, cash in the amount of One Hundred Thousand (\$100,000) Dollars as security to guarantee the completion of the Improvements by the Reopen Date. These funds will be fully refunded to Developer when the Improvements within the street right-of-way are completed and the street is fully open to traffic. Any and all damage to existing improvements caused as a result of needed access to properties adjacent to project shall be repaired and returned to original condition prior to refund of all or a portion of above noted security.
- a. Deductions. If Developer fails to fully reopen the City Street by the Reopen Date, applicable Liquidated Damages assessments shall be deducted daily from Developer's Deposit until the City Street is reopened.
- b. Replenishment of Deposit. In the event of deductions made by City from the Deposit prior to reopening, Developer shall immediately replenish the Deposit every 30 calendar days until the City Street is fully open to traffic.
8. Consent to Lien. Failure by Developer to replenish the Deposit or otherwise pay Liquidated Damages due in full within thirty (30) calendar days of the Reopen Date will result in the City recording a lien against all properties within Developer's subdivision. Developer hereby consents to the City's lien pursuant to the terms of this Agreement.
9. Effective Date. This Addendum shall become effective when signed by the parties below.





CITY OF FRESNO,
a California municipal corporation

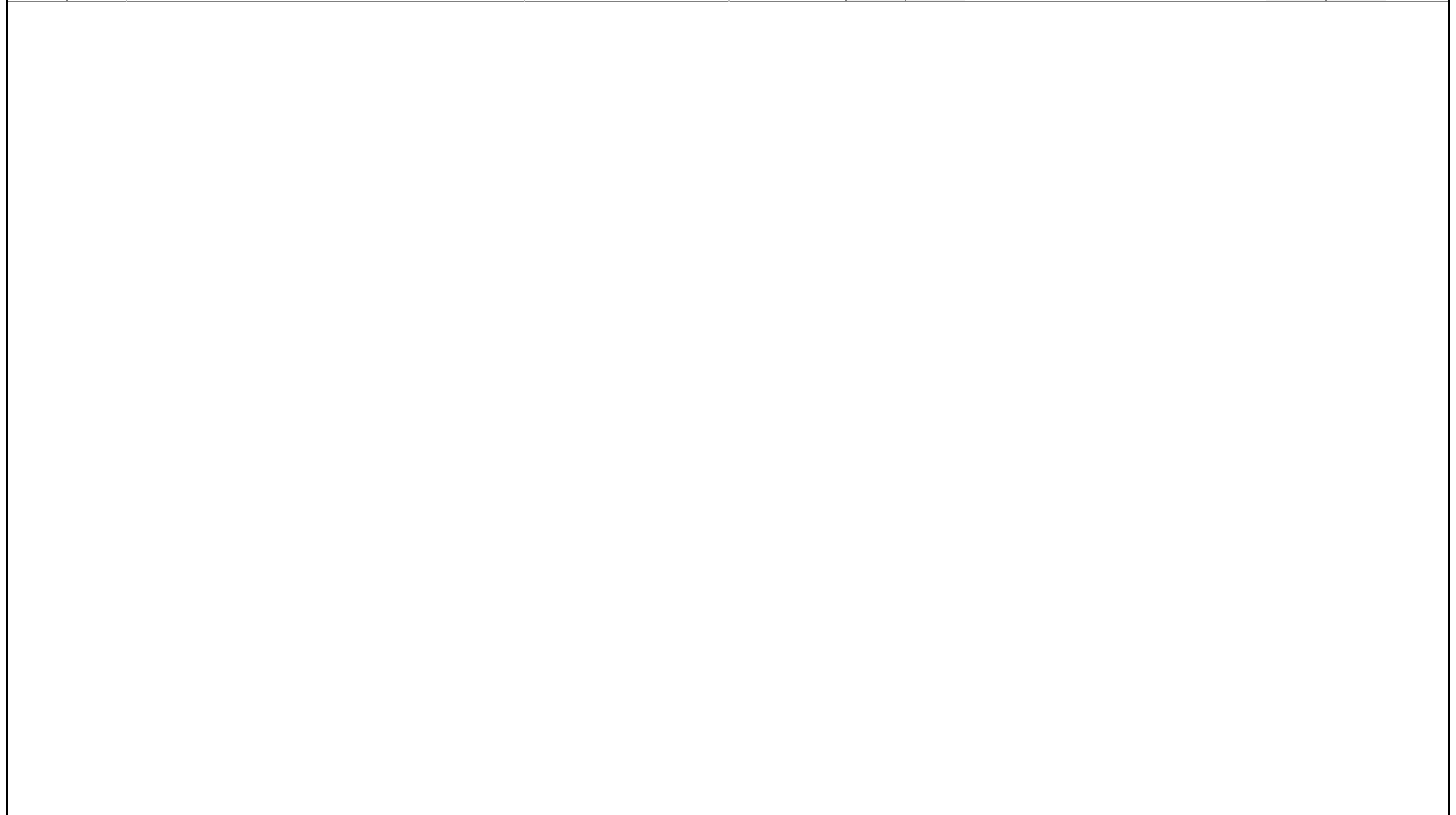
By: Andrew J. Benelli
Andrew Benelli
City Engineer/Assistant Director
Department of Public Works

LENNAR HOMES OF CALIFORNIA, INC.

By: Ara
Ara Chekerdeman
Entitlement Manager


Exhibit A

ID		Task Name	Duration	Start	Finish	Jan 3, '21							Jan 10, '21	
						S	S	M	T	W	T	F	S	S
1		Phase 1 - Shaw Ave Work	22 days	Mon 1/4/21	Tue 2/2/21									
2		Tri County- Grind Roadway & Ex. Mainline	7 days	Mon 1/4/21	Tue 1/12/21									
3		FJC- Storm Drain Install East to West	3 wks	Wed 1/13/21	Tue 2/2/21									
4		FJC- Stop Before Entering Intersection	0 days	Tue 2/2/21	Tue 2/2/21									




Project: PH 1 (Shaw Ave)
Date: Fri 12/18/20


Task




Milestone




External Tasks




Split




Summary




External Milestone




Progress

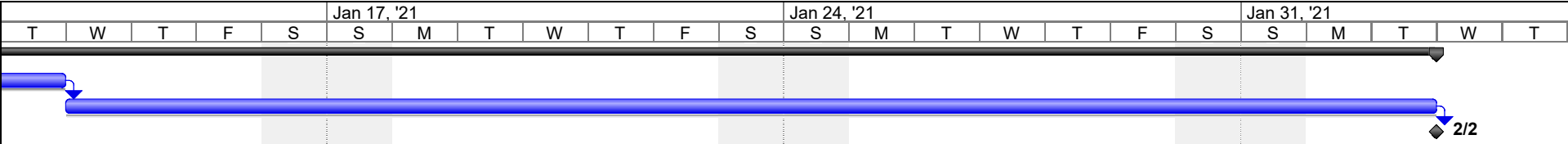


Project Summary












Deadline

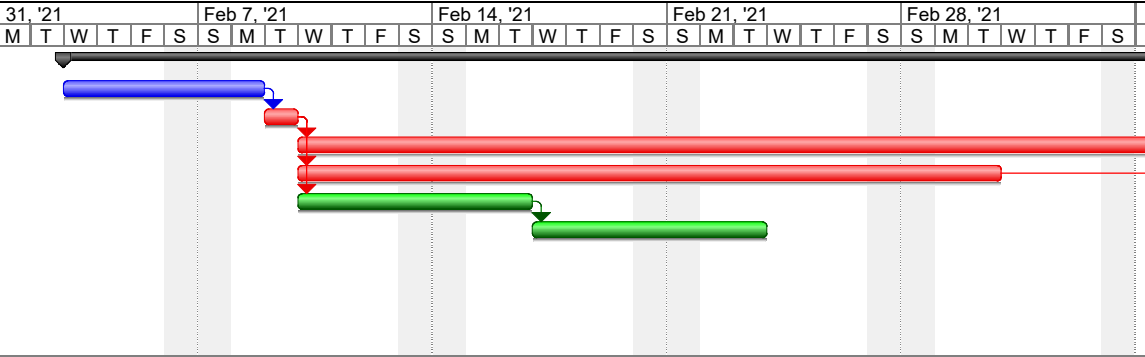




2/2


Project: PH 1 (Shaw Ave) Date: Fri 12/18/20	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

ID	Task Name	Duration	Start	Finish	Predecessors	31, '21					Feb 7, '21					Feb 14, '21					Feb 21, '21					Feb 28, '21										
						M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S				
1	PH 2 (Shaw Ave & Intersection)	75 days	Wed 2/3/21	Tue 5/18/21																																
2	TRI COUNTY- Grind Intersection and Shaw West of Intersection	4 days	Wed 2/3/21	Mon 2/8/21																																
3	BCI- Connect to Sewer @ Intersection	1 day	Tue 2/9/21	Tue 2/9/21	2																															
4	BCI- Install Sewer East of Intersection on Shaw	21 days	Wed 2/10/21	Wed 3/10/21	3																															
5	BCI- Install Water East of Intersection on Shaw	15 days	Wed 2/10/21	Tue 3/2/21	3																															
6	FJC- Enter Intersection & Install MH	1 wk	Wed 2/10/21	Tue 2/16/21	3																															
7	FJC- Finish Section West of Intersection on Shaw	1 wk	Wed 2/17/21	Tue 2/23/21	6																															
8	BCI- Joint Trench on Shaw	5 days	Thu 3/11/21	Wed 3/17/21	4,5																															
9	TRI COUNTY- Curb and Gutter @ Median	10 days	Thu 3/18/21	Wed 3/31/21	8																															
10	TRI COUNTY- Finish by Paving	29 days	Thu 4/1/21	Tue 5/11/21	9																															
11	FJC/ BCI- Raising Iron	5 days	Wed 5/12/21	Tue 5/18/21	10																															




Project: PH 2 (Shaw Ave)
Date: Fri 12/18/20


Task




Progress




Summary




External Tasks




Deadline




Split




Milestone

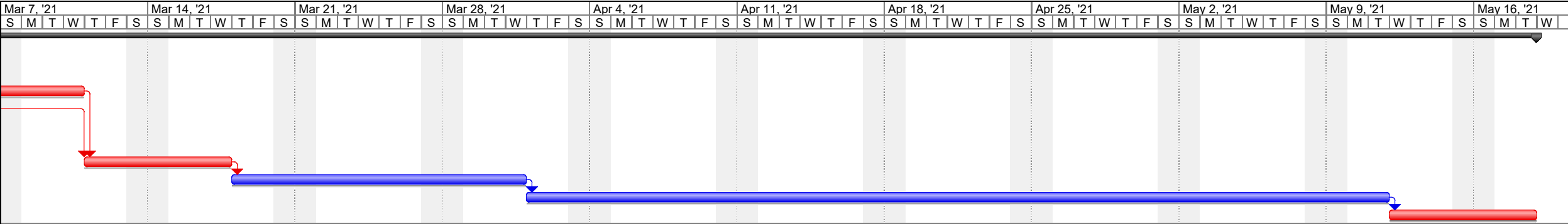


Project Summary



External Milestone





Project: PH 2 (Shaw Ave)
Date: Fri 12/18/20

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline



CASHIER'S MEMO
FINANCE DEPARTMENT
2600 FRESNO STREET, ROOM 2156
FRESNO, CA 93721-3621

DEPT/DIV NAME PW TRAF ENG

CASHIER MEMO # PWT-9524

Activity Date 1/7/2021

Deposit Date _____ \$100,000.00

Name Lennar Homes of California Inc.

Deposit ID _____

Address _____

Account No.	Fund	Org	PC BU	Description/Reference
Project	Activity ID	Resource Type	Amount	
22900	63621	189901	DPW	Road Closure
			\$100,000 00	T-6198 W Shaw Ave W/O Grantland

Card Type: ☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Name on Card: _____ Last 4 Digits of Card No. _____

ELECTRONIC DEPOSIT		BREAKDOWN OF CASH & CHECKS						
<input type="checkbox"/> Credit Card <input type="checkbox"/> Direct Deposit/Wire-In		<input type="checkbox"/> Cash <input checked="" type="checkbox"/> Check <input type="checkbox"/> Money Order						
Total Visa/MasterCard/Discover/Debit Card	\$ _____	1's	\$ _____	.01	\$ _____	Check No.	Date	Amount
Total American Express	\$ _____	2's	\$ _____	.05	\$ _____	01547753	1/4/2021	\$ \$100,000.00
Total Internet	\$ _____	5's	\$ _____	.10	\$ _____	_____	_____	\$ _____
Total Direct Deposit	\$ _____	10's	\$ _____	.25	\$ _____	_____	_____	\$ _____
Total Wire-In	\$ _____	20's	\$ _____	.50	\$ _____	_____	_____	\$ _____
TOTAL		50's	\$ _____	1.00	\$ _____	_____	_____	\$ _____
Electronic Deposit	\$ _____	100's	\$ _____			_____	_____	\$ _____

Prepared By: H. Dhaliwal 621-8694
Name Phone No.

Signed: _____

Copies sent to:

- ☒ Customer
☒ Accounting
☒ File
☐ _____

TOTAL Currency _____

TOTAL Coin _____

TOTAL Checks \$100,000.00

TOTAL CASH & CHECKS \$100,000.00